Join Zoom Meeting

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Meeting ID: 857 1835 1444

Passcode: 956986

+1 929 205 6099 US (New York)

TOWN OF BERLIN
TOWN COUNCIL MEETING
Tuesday, November 15, 2022
Town Council Chambers
Remote Meeting
7:00 P.M.

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. AUDIENCE OF CITIZENS
- E. MAYOR'S UPDATE
- F. MEETING AGENDA Immediately Following the Mayor's Update
- G. CONSENT AGENDA:
- 1. Topic re: Accept donations to the Berlin Animal Control Donation Account for \$ 50.00 for Animal Care and supplies valued at \$ 757.96. Animal Control
- 2. Topic re: Approve the acceptance of two granite benches in memory of Mr. Chris Porter. Benches will be placed at the driving range at Timberlin Golf Club. Golf Course
- 3. Topic re: Accept monetary donations totaling \$201.97 and deposit \$201.97 into the Friends of the Library Miscellaneous Account to pay for coffee supplies and a child/teen program and to accept the donation of books with an approximate value of \$31.99 to be added to the appropriate collection and DVDs with an approximate value of \$26.00 to be added to the appropriate collection. Berlin-Peck Memorial Library
- 4. Topic re: Accept the donation of \$150.00 and appropriate the funds to the Police K9 Program Expenditure Account. Police

- 5. Topic re: Accept the donation of \$25.00 and appropriate the funds to the Supplies Expenditure Account. Police
- 6. Topic re: Approve waiving estimated building permit fees of \$180.00 for the installation of industrial park signage at White Oak Drive and Old Brickyard Lane. Economic Development

H. PUBLIC HEARINGS

The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Wednesday, November 15, 2022, at 7:00 p.m. for the purpose of holding a public hearing on the following proposed amendments to an ordinance of the Town, said ordinance being entitled as follows:

Berlin Code Book Chapter III – Animals Sec. 3-2. Definitions.

Establish the designated off-leash area for dogs at Pistol Creek Park. Dogs will no longer be allowed to be off-leash in the meadow at Bicentennial Park.

Full copies of said proposed amendments to an ordinance are on file open to public inspection at the Office of the Town Clerk.

Following the public hearing, the Town Council may consider and act upon the proposed amendments to the ordinance.

I. NEW BUSINESS:

- 1. Topic re: Appoint Casey Foster to fill the unexpired term of Town Councilor Mike Urrunaga. Town Council
- 2. Topic re: Appoint Casey Foster to the Fire Committee, Town Manager's Evaluation Committee, Playing Fields Committee and Rules and Procedures. Town Clerk
- 3. Topic re: Accept the text amendments to Chapter III Animals, in Berlin Code Book as noted in the attached document. Town Manager
- 4. Topic re: Pass the attached resolution authorizing the Town Manager to execute and file a STEAP grant application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of Town of Berlin. Economic Development
- 5. Topic re: Authorize the Town Manager to enter into an extension to the Forbearance and Environmental Grant Related Agreement with Real Property Acquisition LLC and Connecticut Sand

- and Stone Corporation to extend the forbearance period to November 30, 2023, subject to the review and approval of Corporation Counsel. Economic Development
- 6. Topic re: Authorize the Town Manager to enter into a contract with Mr. Bayram for services as the Timberlin Golf Course Professional for the period beginning January 1, 2023, through December 31, 2027, with the option for the Town to extend the contract for two more years. Town Manager

J. APPOINTMENTS:

- 1. Board of Ethics <u>Alternate</u> Vacancy Term would be until January 31, 2025. Can only be filled with a D or U.
- **2.** Commission for Persons with Disabilities Vacancy Term would be until January 31, 2023. Can be filled with a D, R or U.
- **3.** Conservation Commission <u>Alternate</u> Vacancy Term would be until January 31, 2026. Can be filled with a D, R or U.
- **4. Constables Vacancy** Term would be until December 2023. Can only be filled with D or U (with no more than a bare majority to be from one political party (Section 8-6)).
- 5. Constables Vacancy Term would be until December 2023. Can only be filled with D or U (with no more than a bare majority to be from one political party (Section 8-6)).
- **6.** Constables Vacancy Term would be until December 2023. Can only be filled with D or U (with no more than a bare majority to be from one political party (Section 8-6)).
- 7. **Historic District Commission Vacancy** New term would be until January 31, 2027. Can be filled with a D, R or U.
- **8.** Inland Wetlands & Water Courses Commission Vacancy Term will be until January 31, 2024. Can be filled with a D or U.
- 9. Parks and Recreation Commission Vacancy New term would be until January 31, 2025. Can be filled with a D, R, or U.
- **10.** Plainville Area Cable Television Advisory Council (PACTAC) 2 Vacancies New terms would expire on June 30, 2023. Can be filled with a D, R or U. There are only two members from Berlin for this board.
- **11. Planning and Zoning Commission** Vacancy Term will be until January 31, 2027. Can be filled with D, R, or U.
- 12. VNA Vacancy New term would be until January 31, 2025. Can be filled with a D, R or U.

- **13. Water Control Commission Alternate Vacancy** -New term would be until January 31, 2023. Can be filled with a D, R or U
- **14. Water Control Commission** <u>Alternate</u> Vacancy New term would be until January 31, 2023. Can be filled with a D, R or U
- **15. Water Control Commission** <u>Alternate</u> Vacancy New term would be until January 31, 2024. Can only be filled with a D or U if both of the above are R.
- **16. Zoning Board of Appeals <u>Alternate</u> Vacancy** Term would be until January 31, 2024. Can be filled with D, R, or U.
- K. TOWN MANAGER'S REPORT:
- L. **SPECIAL COMMITTEE REPORTS**:
- M. COUNCILORS' COMMUNICATION:
- N. <u>ACCEPTANCE OF MINUTES</u>:

October 25, 2022 – Special Joint Meeting November 2, 2022 – Special Meeting

O. EXECUTIVE SESSION:

1. Pending Litigations – C.G.S.S. Sec. 1-200 (6) (B) strategy and negotiations with respect to pending claims or pending litigation - Angelico-Stetson Appeal

P. ADJOURNMENT

TO:

The Honorable Mayor and Town Council

FROM:

Arosha Jayawickrema, Town Manager

DATE:

November 9, 2022

SUBJECT:

Donation to Berlin Animal Control

SUMMARY:

Accept donations to Berlin Animal Control Donation Account # 001.00.0000.0.20010.00000

Period	Amount	Purpose	Donor*
Sept 14, 2022 to Nov 07, 2022	\$ 50.00 (check)	Animal Care	Thomas Ottman Berlin
Nov 07 , 2022	\$100.00 (value) \$607.96 (value) \$ 50.00	Pet food/ supplies food drive Vet Care 4 cats spay/ neuter used toys/leashes	Liberty Bank Berlin FOBAC Berlin Charlie & Beth Rival
	(value)	& dishes	Berlin

^{*} Unless a name is mentioned, donors requested anonymity

ACTION NEEDED:

Move to accept donations to the Berlin Animal Control Donation Account for \$ 50.00 for Animal Care and supplies valued at \$ 757.96

ATTACHMENTS:

Thank you notes

PREPARED BY:

Janice Lund, Animal Control Officer



TOWN OF BERLIN **Animal Control Department** 600 Christian Lane • Berlin, CT 06037

(860) 828-7055

September 14, 2022

Thomas Ottman 53 West View Terrace Berlin, CT. 06037

Dear Thomas,

Thank you for the donation of \$50.00 to the Berlin Animal Control Shelter. We appreciate your thoughtfulness.

Monetary donations are used for medical care and preventive veterinary care to help get the animals in our care adopted into loving, caring homes.

Thanks again for thinking of us.

Sincerely,

Jan Lund, Animal Control Officer Kate Matson, Assistant Animal Control Officer

and thankyour enough for your enough for your continuous!







Cc: Jennifer Ochoa, Director of Community, Recreation and Parks Services



TOWN OF BERLIN Animal Control Department

600 Christian Lane • Berlin, CT 06037 (860) 828-7055

October 14, 2022

Liberty Bank C/O Andrea or Stefania 1169 Farmington Ave. Berlin, CT. 06037

Dear Employees of Liberty Bank,

Thank you for the donation of petfood & supplies to the Berlin Animal Control Shelter. We appreciate your thoughtfulness and the time you took to do a food drive.

Monetary donations are used for medical care and preventive veterinary care to help get the animals in our care adopted into loving, caring homes. The dogs & cats love the food & treats.

Thanks again for thinking of us.

Sincerely,

Jan Lund, Animal C<mark>o</mark>ntrol Officer Kate Matson, Assist<mark>a</mark>nt Animal Control Officer







Cc: Jennifer Ochoa, Director of Community, Recreation and Parks Services



51142

Town of Berlin - Animal Control

Berlin, Connecticut 06037

600 Christian Lane

#22-017E

Pieper Veterinary

Pieper Veterinary Berlin Street

150 Berlin Street | Middletown, CT 06457 Phone: (860) 346-2256

Patient Information

Patient/ID:

Annie/449690

Feline

Species: Breed: DOB:

Domestic Medium Hair 05-01-2022 (5 m 17 d)

Berlin, Connecticut06037

PO Box:

While at the hospital a bandage is sometimes placed after removal of an IV catheter or blood draw.

600 Christian Lane

This bandage should be removed when you arrive home if still in place.

Date: 10-12-2022

Client Information

Account:

Address:

Client:

Invoice Number: 2300330

DESCRIPTION	STAFF MEMBER	QTY	TOTAL
Intern Surgical Program	Elisa Ermilio	1	-\$390.00
Revolution FEL PLUS 5.6-11 lbs Org /1CT	Elisa Ermilio	1	\$28.08
Ear Cleaning Complimentary	Elisa Ermilio	1	. \$0.00
Nail Trim Complimentary	Elisa Ermilio	1	\$0.00
Buprenorphine INJ 0.5mg - PER ML	Elisa Ermilio	0.1	\$0.00
Telazol INJ 100mg/ml - PER ML	Elisa Ermilio	0.05	\$0.00
Rabies Boehringer Ingelheim Purevax R (FEL)	Elisa Ermilio	1	\$35.00
Feline Distemper 1 Year	Elisa Ermilio	1	\$49.00
Onsior Tab 6mg /3CT	Elisa Ermilio	1	\$23.17
Dexmedetomidine HCL INJ 0.5mg/ml - PER ML	Elisa Ermilio	0.03	\$0.00
Butorphanol Tartrate INJ 10mg/ml	Elisa Ermilio	0.05	\$0.00
Onsior 20 mg SQ	El <mark>i</mark> sa Ermilio	1	\$0.00
Lidocaine 5.2 mg	E <mark>l</mark> isa Ermilio	1	\$0.00
OVH Feline	Elisa Ermilio	1	\$386.00
Collar/Buster No. 7.5	Elisa Ermilio	1	\$5.40

Invoice Comments:

Next Appointment:

Product Total:

\$136.65

Tax:

\$0.00

Total Discount:

\$0.00

Previous Balance:

Total Amount

\$136.65

Due:

\$125.00

Total Payments: Change (cash):

New Balance:

\$149.42



Pieper Veterinary

Pieper Veterinary Berlin Street 150 Berlin Street | Middletown, CT 06457

Phone: (860) 346-2256

Client Information

Account: Client:

2867

Address:

Francine Pelegano 39 Stonehill Drive Killingworth, CT 06419

PO Box:

39 Stonehill Drive Killingworth, CT06419 Patient Information

Patient/ID:

Twinkles/448242

Species: Breed:

D08:

Feline Domestie Short Hair 04-16-2022 (5 m 26 d)

While at the hospital a bandage is sometimes placed after removal of an IV catheter or blood draw. This bandage should be removed when you arrive home if still in place.

If you have any questions regarding bandage removal, please contact us through "Message Your Doctor" at PieperVet.com or give us a call.

Date: 10-12-2022

Invoice Number: 2302630

DESGRIPTION TO BE SEEN TO SEE	* STARE MEMBE	k – s e Ory's di	ZALES (DISC (%)) ESTA (ADISC (S)) TO ENTOTAL
Ketamine INJ 100mg/ml - PER ML	Michelle P. Hulse	0.05	\$14.15
Dexmedetomidine HCL INJ 0.5mg/ml - PER ML	Michelle P. Hulse	0.05	\$15.79
Butorphanol Tartrate INJ 10mg/ml	Michelle P. Hulse	0.05	\$14.40
Antisedan INJ 5.0mg/ml - PER ML	Michelle P. Hulse	0.04	\$15.64
Onsior INJ 20mg/ml - PER ML	Michelle P. Hulse	0.22	\$17.19
Castration Feline	Michelle P. Hulse	1	\$252.56
Anesth Monitor Included	Michelle P. Hulse	1	\$0.00
Inhalent Anesth Included	Michelle P. Hulse	1	\$0.00
IV Cath & Fluids Included	Michelle P. Hulse	1	\$0.00
Pain Med At Surg (spay/alter/declaw)	Michelle P. Hulse	1	\$0.00
Pre-sedation Meds Included	Michelle P. Hulse	1	\$0.00
Convenia INJ 80mg - PER ML	Michelle P. Hulse	0,28	\$50.06
Rabies Boehringer Ingelheim Purevax R (FEL)	Michelle P. Hulse	1	\$35.00
Intern Surgical Program	Michelle P. Hulse	1	-\$267.54

Invoice Comments:

Next Appointment:

CK#149
1 333.54
po

Product Total:

\$147.25

Tax:

\$0.00

Total Discount:

-\$267.54

Previous Balance:

Total Amount

Due:

\$147.25

Total Payments:

\$147.25

Change (cash):

New Balance:

\$279.72



Pieper Veterinary

Pieper Veterinary Berlin Street

150 Berlin Street | Middletown, CT 06457 Phone: (860) 346-2256

Patient Information

Patient/ID:

Twinkles/448242

Species

Breed:

Client Information

Account:

2867

Client: Address: Francine Pelegano 39 Stonehill Drive Killingworth, CT 06419

PO Box:

39 Stonehill Drive Killingworth, CT06419

DOB:

Domestic Short Hair 04-16-2022 (5 m 26 d)

While at the hospital a bandage is sometimes placed after removal of an IV catheter or blood draw. This bandage should be removed when you arrive home if still in place.

If you have any questions regarding bandage removal, please contact us through "Message Your Doctor" at PieperVet.com or give us a call.

Date: 10-12-2022

Invoice Number: 2302630

DESCRIPTION	STAFF MEMBER	QTY	DISC.(%)	DISC.(\$) TOTAL
Ketamine INJ 100mg/ml - PER ML	Michelle P. Hulse	0.05		\$14.15
Dexmedetomidine HCL INJ 0.5mg/ml - PER ML	Michelle P. Hulse	0.05		\$15.79
Butorphanol Tartrate INJ 10mg/ml	Michelle P. Hulse	0.05		\$14.40
Antisedan INJ 5.0mg/ml - PER ML	Michelle P. Hulse	0.04		\$15.64
Onsior INJ 20mg/ml - PER ML	Michelle P. Hulse	0.22		\$17.19
Castration Feline	Michelle P. Hulse	1		\$252.56
Anesth Monitor Included	Michelle P. Hulse	1		\$0.00
Inhalent Anesth Included	Michelle P. Hulse	1		\$0.00
IV Cath & Fluids Included	Michelle P. Hulse	1		\$0.00
Pain Med At Surg (spay/alter/declaw)	Michelle P. Hulse	1		\$0.00
Pre-sedation Meds Included	Michelle P. Hulse	1		\$0.00
Convenia INJ 80mg - PER ML	Michelle P. Hulse	0.28		\$50.06
Rabies Boehringer Ingelheim Purevax R (FEL)	Michelle P. Hulse	1		\$35.00
Intern Surgical Program	Michelle P. Hulse	1		-\$267.54

Invoice Comments:

Next Appointment:

Product Total:

\$147.25

Tax:

\$0.00

Total Discount:

-\$267.54

Previous Balance:

Total Amount

Due:

\$147.25

\$147.25

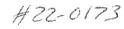
Total Payments:

Change (cash):

New Balance:

\$279.72

over





Pieper Veterinary

Pieper Veterinary Berlin Street

150 Berlin Street | Middletown, CT 06457 Phone: (860) 346-2256

Client Information

Account:

51142

Client:

Address:

Town of Berlin - Animal Control

600 Christian Lane

Berlin, Connecticut 06037

PO Box:

600 Christian Lane

Berlin, Connecticut06037

Patient/ID:

Max/449692

Patient Information

Feline

Species: Breed: DOB:

Domestic Short Hair 12-01-2021 (10 m 17 d)

While at the hospital a bandage is sometimes placed after removal of an IV catheter or blood draw.

This bandage should be removed when you arrive home if still in place.

Date: 10-12-2022

Invoice Number: 2300332

DESCRIPTION	STAFF MEMBER	QTY	TOTAL
Castration Feline	Elisa Ermilio	под населения по под применя в почения в поделения в почения в почения в почения в почения в почения в почения П	\$252.56
Anesth Monitor Included	Elisa Ermilio	1	\$0.00
Inhalent Anesth Included	Elisa Ermilio	1	\$0.00
IV Cath & Fluids Included	Elisa Ermilio	1	\$0.00
Onsior 8.8 mg SQ	Elisa Erm <mark>i</mark> lio	1	\$0.00
Pre-sedation Meds Included	Elisa E <mark>r</mark> milio	1	\$0.00
Intern Surgical Program	Elisa <mark>E</mark> rmilio	1	-\$256.56
Nail Trim Complimentary	Elisa Ermilio	1	\$0.00
Ear Cleaning Complimentary	Eli <mark>s</mark> a Ermilio	1	\$0.00
Revolution FEL PLUS 5.6-11 lbs Org /1CT	Eli <mark>s</mark> a Ermilio	1	\$28.08
Buprenorphine INJ 0.5mg - PER ML	Eli <mark>s</mark> a Ermilio	0.2	\$0.00
Telazol INJ 100mg/ml - PER ML	Eli <mark>s</mark> a Ermilio	0.09	\$0.00
Rabies Boehringer Ingelheim Purevax R (FEL)	El <mark>is</mark> a Ermilio	1	\$35.00
Feline Distemper 1 Year	<mark>El</mark> isa Ermilio	1	\$49.00
Onsior Tab 6mg /3CT	E <mark>lisa Ermilio</mark>	1	\$23.17
Dexmedetomidine HCL INJ 0.5mg/ml - PER ML	El <mark>i</mark> sa Ermilio	0.04	\$0.00
Butorphanol Tartrate INJ 10mg/ml	Elisa Ermilio	0.09	\$0.00
Lidocaine 1 mL	Elisa Ermilio	1	\$0.00
Collar/Buster No. 10	Elisa Ermilio	1	\$6.52
Propofol INJ 10mg/ml - PER ML	Elisa Ermilio	2	\$0.00

Invoice Comments:

Next Appointment:

Product Total:

\$137.77

Tax:

\$0.00

Total Discount:

\$0.00

Previous Balance: Total Amount

Due:

\$137.77

Total Payments: \$0.00

Change (cash):

New Balance:

\$149.42



TO WINWOOF BENEAR LIN

Animal Control Pepertment 600 Christian Lane • Berlin, CT 06037 (860) 828-7055

November 1, 2022

Charlie and Beth Rival 33 Parish Drive Kensington, CT. 06037

Dear Charlie and Beth,

Thank you for the very generous donation of the several bags of dog toys, leashes, bowls etc. to the Berlin Animal Control Shelter. We appreciate your thoughtfulness.

All donations are used to make our animals stay here a little more comfortable and fun until they get adopted into loving, caring homes.

Thanks again for thinking of us.

Sincerely,

Jan Lund, Animal Control Officer Kate Matson, Assistant Animal Control Officer







Cc: Jennifer Ochoa, Director of Community, Recreation and Parks Services

Agenda Item No. _______ Request for Town Council Action

TO:

The Honorable Mayor and Town Council

FROM:

Arosha Jayawickrema, Town Manager

DATE:

November 2, 2022

SUBJECT:

Porter Bench Donation

Summary of Agenda Item:

The Timberlin Golf Commission, at its meeting on September 15, 2022, recommended approval of accepting a donation of two granite benches from the Porter Family to be placed at the driving range at Timberlin Golf Club. The benches are in memory of Mr. Chris Porter. The monetary value of both granite benches is \$5,300.

Attachments:

None

Action Needed:

Move to approve the acceptance of two granite benches in memory of Mr. Chris Porter. Benches will be placed at the driving range at Timberlin Golf Club.

Prepared By:

Jerry Salvio

Acting Director of Golf

Serd D. Salvido

Agenda Item No. 3 **Request for Town Council Action**

TO:

The Honorable Mayor and Town Council

FROM:

Arosha Jayawickrema, Town Manager

DATE:

November 4, 2022

SUBJECT:

Accept Library Donations

SUMMARY:

Accept donations to the Berlin-Peck Memorial Library

Category	Amount	Description	Purpose	Donor
Cash	201.97	FOL Misc. Acct.	to pay for coffee supplies and a child/teen program	Friends of the Library
	201.97			
Equip/Merch	31.99	Books	add to collection	Various patrons
	26.00	DVDs	add to collection	Various patrons
	57.99			

^{*}Unless a name is mentioned, donors have requested anonymity.

ACTION NEEDED:

Move to accept monetary donations totaling \$201.97 and deposit \$201.97 into the Friends of the Library Miscellaneous Account to pay for coffee supplies and a child/teen program.

Move to accept the donation of books with an approximate value of \$31.99 to be added to the appropriate collection and DVDs with an approximate value of \$26.00 to be added to the appropriate collection.

ATTACHMENTS:

None

PREPARED BY:
Kimberly McNally, Director

Agenda Item No. <u>4</u> Request for Town Council Action

TO:

The Honorable Mayor and Town Council

FROM:

Arosha Jayawickrema, Town Manager

DATE:

November 7, 2022

SUBJECT:

Donations for K9 Program

Summary of Agenda Item:

The Police Department has received a \$150.00 donation to the K9 Program.

These funds will be deposited into the Donations Fund Revenue Account # 100.05.0505.2.45100.00000 and appropriated to the K9 Program Expenditure Account # 100.15.1532.0.53225.00000.

Action Needed:

Move to accept the donation of \$150.00 and appropriate the funds to the Police K9 Program Expenditure Account.

Attachments:

None

Prepared By:

Deputy Chief Chris Ciuci

Agenda Item No. 5 **Request for Town Council Action**

TO: The Honorable Mayor and Town Council

Arosha Jayawickrema, Town Manager FROM:

November 7, 2022 DATE:

Donation for supplies. **SUBJECT:**

Summary of Agenda Item:

The Police Department has received a \$25.00 donation for supplies.

These funds will be deposited into the Donations Fund Revenue Account # 100.05.0505.2.45100.00000 and appropriated to the Supplies Expenditure Account # 100.15.1532.0.53201.00000.

Action Needed:

Move to accept the donation of \$25.00 and appropriate the funds to the Supplies Expenditure Account.

Attachments:

None

Prepared By:

Deputy Chief Chris Ciuci

Agenda Item No. 6 **Request for Town Council Action**

The Honorable Mayor and Town Council TO:

Arosha Jayawickrema, Town Manager FROM:

DATE: November 8, 2022

Industrial Park Signage - Waiver of Building Permit Fees **SUBJECT:**

SUMMARY:

The Berlin Economic Development Department has been working closely with Vital Signs to have industrial park signage put up in Berlin. Signage was completed for New Park Drive and now Old Brickyard Lane and White Oak Drive are next to have signage put in place.

Signage will be installed at both locations by Vital Signs, though the work and the funding is coming from the Town budget. As it is a town project, we are requesting that the building permit fees be waived for these two projects.

ACTION NEEDED:

Move to approve waiving estimated permit fees of \$180.00 for the Building Department for the installation of industrial park signage at White Oak Drive and Old Brickyard Lane.

ATTACHMENTS:

Fee waiver forms

PREPARED BY:

Christopher Edge, Economic Development Director



TOWN OF BERLIN Request for Fee Waiver

Requesting Organization: TOWN 67 BERLIN	Date:
Contact Name: CUAIS EDGE	11/8/22
Phone Number: 860-828-7005	
Event: 1 USMICATTONS DF 2 THOUSMIN PLANIE SIONS	Date of Event:
Location of the Event: WHITE DAN DAIL WETNESTEED I	and cont
What fee do you want waived:	
BUILDINUG PERMIT	
Identify the hardship incurred:	
TOWN - FUNDED PARTECT	
Identify how your organization benefits the Town of Berlin Please be specific:	as outlined in the below criteria.
•	

Town Manager review:

Does it meet the standards set forth in the "Policy on Fees and Charges?"

Yes QUESTE NO

If so, which criteria:

Raises funds to supplement Town budgeted services.

Raises funds for programs normally funded by the Town.

Raises funds for Non-Profit groups, which have contributed substantially to the community.

Nationally or State affiliated program which provide programs for local youth.

Raises funds for scholarships of Berlin students.

- Maps Local Businesses Jun Gremon VisiBic im

1

TMO Form 092011

TOWN OF BERLIN Request for Fee Waiver

Name of Non-Profit or Political Organization:	TOWN OF BENCH
Comments: RETURNITATE A WAINGN OF FOR THE INSTALLAND LAWE POSTER'S PASS AT	LUBUSMIAC PANIC SIGNAGE ON
Ct P	11/8/22
Signature	Date
Town Manager Signature	Date

Organizations requesting a waiver of fees **must** complete the Request for Fee Waiver **prior** to the event. The request should be filled out in accordance with Section J, Policy on Fees & Charges, restated below.

1. Fee Waiver Policy

- 1. Fee waivers will be granted on an ad-hoc basis giving due consideration to the financial needs of the Town and the fiscal impact of the waiver upon the Town.
- 2. Preference for fee waivers will be given to those private, non-profit organizations that serve Berlin that are proposing events which will raise funds that are intended to supplement Town funds for budgeted items or programs, raise funds for programs that would normally be funded by the Town, raise funds for programs by non-profit groups that have contributed substantially to the community, raise funds for programs for local senior or youth groups with a state or national affiliation or raise funds for scholarships for Berlin students.
- 3. The Town of Berlin will grant fee waivers sparingly with due consideration given to the costs and benefits derived from the fee waiver.
- 4. Golf Course charity fees will be set at the 18 hole resident rate.

- 5. The Town Council will consider waiving fees only when the Town Manager receives in writing a request stating that an undue hardship exists and the overall benefit the community will receive as a result of the program. Such waivers must be submitted at least one month in advance of the event for which the waiver is sought.
- 6. Any and all fee waivers are at the sole discretion of the Town Council.

Town of Berlin Building Permit Application

Permit Type:	Residenti	al 🗀	Commercial		· New		Existing		
¢\$	Building		Plumbing		Electrical		⇒ NEC/IRC		
	Solar		Sign		Mechanic		Other		
	Tank		Туре:	·	UST		AST		
Address of Project:	oud baice	dun	o/pontion's	P.45	s/ware	OAKI	MIVE/WO	HOASTICLED ~	ON-
Owner of Property:				,			-860 × 48		
Contractor Name:	VITH	حاوير	5	· · · · · · · · · · · · · · · · · · ·	 -	Phone	: 660-824	7-7446	
Contractor Lic#					_Est Cost M		\$850		
Primary Contact	808	MAN	J T		Email:				
Description of Work:	エン5 へん	N-TI	aw of T	wo	TOUDUST	n infe	PANIC:	SKOWS	
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Public Hearing

- 1. Call to Order Mark Kaczynski, Mayor (time)
- 2. Purpose of Public Hearing
- 3. Public Comments
- 4. Town Council Comments
- 5. Close Public Hearing at (time)

NOTICE OF PUBLIC HEARING THE TOWN OF BERLIN

The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Wednesday, November 15, 2022, at 7:00 p.m. for the purpose of holding a public hearing on the following proposed amendments to an ordinance of the Town, said ordinance being entitled as follows:

Berlin Code Book Chapter III – Animals Sec. 3-2. Definitions.

Establish the designated off-leash for dogs at Pistol Creek Park.

Copies of said proposed amendments to an ordinance are on file open to public inspection at the Office of the Town Clerk.

Following the public hearing, the Town Council may consider and act upon the proposed amendments to the ordinance.

Dated at Berlin, Connecticut this 4th day of November 2022.

Kathryn J. Wall Town Clerk

NOTICE OF PUBLIC HEARING THE TOWN OF BERLIN

The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Wednesday, November 15, 2022, at 7:00 p.m. for the purpose of holding a public hearing on the following proposed amendments to an ordinance of the Town, said ordinance being entitled as follows:

(Language strikethrough will be removed – language underlined will be added)

Berlin Code Book Chapter III – Animals Sec. 3-2. Definitions.

At large means that an animal is off the premises of the owner and not properly on a leash or lead seven (7) feet in length or less on school or other non-designated public property, and excepting playing fields, playgrounds, golf courses, tracks, outdoor courts, inside fenced-in areas at the pools, and within the initial/first fenced-in area at Scalise Field including the spectator seating area on which dogs are not allowed per Sec. 13-32 of Chapter XIII of the Code, or on a leash or lead of ten (10) feet in length or less on designated public property as herein defined, which leash or lead is under the immediate control of its owner or keeper who is capable of restraining the animal at all times. A dog(s) shall not be considered to be "At large" and is/are permitted to be off-leash when said dog(s) are off-leash in the meadow designated off-leash area of Bicentennial Park Pistol Creek Park; however, such off-leash dog(s) must be under the immediate control of its/their owner or keeper who is capable of restraining the animal(s) at all times. Dogs will be permitted to be off-leash as aforesaid for a six (6) month period of time from February 1, 2022, or such shorter or longer period of time as the Town Council acts to permit, with those conditions, limitations, and/or restrictions it deems appropriate in its discretion.

Designated public property means public property on which animals can be on a leash or lead that is ten (10) feet in length or less and includes the area of Bicentennial Park which is not part of the meadow, Community Playground, Demore, Dinda, Bittner Jr. Memorial Pool, Percival Pool, The Grove, Hatchery Brook Hiking Trails, Heffernan Park, Kensington Orchards, Lamentation Mountain Open Space, Little People's Playground, The Meetinghouse, Miccia Memorial Park, Murray Heights, Papergoods Pond, Pistol Creek Park (with both sides of the street and not including the off-leash area of the Park), Potter's Field, Ragged Mountain Hiking Trails, Senior Center, Timberlin Golf Course, Town Hall Complex, Veteran's Park, Volunteer Park, Webster Park, and Worthington Ridge Monument.

Under restraint means that an animal is properly secured by a leash or lead seven (7) feet in length or less on school or other non-designated public property or on a leash or lead of ten (10) feet in length or less on designated public property as herein defined, which leash or lead is under the immediate control of an individual who is mentally and physically capable of restraining the animal and obedient to that person's commands; or securely enclosed (e.g., appropriate fence) within the real property limits of the owner's premises; or if off-leash in the designated off-leash area of Pistol Creek Park, meadow area of Bicentennial Park for a six (6) month period of time

CHAPTER III - ANIMALS Article 1. - General

Sec. 3-1. Purpose and intent of chapter.

The purposes of this chapter are to promote the public health, safety, and general welfare of the citizens of the town by addressing the public nuisance caused by vicious and dangerous animals and to ensure that all animals receive adequate care. This chapter is intended to supplement and not supplant the provisions contained in state statute § 22-339 et seq. regarding domestic animals. The animal control officer shall have the discretion as to whether to proceed pursuant to state or local law.

(Ord. No. 1-99, § 1, 3-2-1999)

Sec. 3-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adult means any individual eighteen (18) years of age or older.

Animal means any nonhuman animate being which is endowed with the power of voluntary motion, including fish and fowl.

Animal control officer means an employee or agent of the town to enforce the licensing, inspection and enforcement requirements contained within this chapter and state statutes.

Animal nuisance means any nuisance arising out of the keeping, maintaining or owning of, or failure to exercise sufficient control of, an animal.

Animal shelter means any facility operated by the town and shall also include any facility authorized by the animal control officer or his designee to impound, confine, detain, care for or destroy any animal.

At large means that an animal is off the premises of the owner and not properly on a leash or lead seven (7) feet in length or less on school or other non-designated public property, and excepting playing fields, playgrounds, golf courses, tracks, outdoor courts, inside fenced-in areas at the pools, and within the initial/first fenced-in area at Scalise Field including the spectator seating area on which dogs are not allowed per Sec. 13-32 of Chapter XIII of the Code, or on a leash or lead of ten (10) feet in length or less on designated public property as herein defined, which leash or lead is under the immediate control of its owner or keeper who is capable of restraining the animal at all times. A dog(s) shall not be considered to be "At large" and is/are permitted to be off-leash when said dog(s) are off-leash in the meadow designated off-leash area of Bicentennial ParkPistol Creek Park; however, such off-leash dog(s) must be under the immediate control of its/their owner or keeper who is capable of restraining the animal(s) at all times. Dogs will be permitted to be off-leash as aforesaid for a six (6) month period of time from February 1, 2022, or such shorter or longer period of time as the Town Council acts to permit, with those conditions, limitations, and/or restrictions it deems appropriate in its discretion.

Every owner shall provide his animals with sufficient good and wholesome food and water, proper shelter and protection from the weather; veterinary care when needed to prevent suffering; humane care and treatment; and maintain them in a secure enclosure.

(Ord. No. 1-99, § 4, 3-2-1999)

Sec. 3-5. Administrative sanctions and remedies.

As part of any order issued in writing and by certified mail, pursuant to this chapter, the animal control officer shall have the authority to order the following administrative sanctions and remedies if there is no compliance after seven (7) days from the date of issue:

- (1) Obedience training for the animal in question,
- (2) Muzzling of a dog or animal while off the property of the owner,
- (3) Confinement of an animal indoors, unless the animal is under the direct control of a responsible adult;
- (4) Confinement of an animal in a secure enclosure;
- (5) Reduction of the number of animals kept at any one location;
- (6) Removal of an animal from the custody of the animal's owner or keeper in cases of neglect or cruelty;
- (7) The sterilization of an animal;
- (8) A ban on maintaining other animals in the town;
- (9) The euthanizing of an animal; and
- (10) Any other measure or sanction designed to eliminate a violation, prevent future violations, or protect the health and safety of the public.

(Ord. No. 1-99, § 11, 3-2-1999)

Sec. 3-6. Enforcement of chapter provisions.

The animal control officer or his designes shall be the enforcement officials for this chapter. These officials, along with police officers, shall have the authority to act on behalf of the town in investigating complaints, impounding and destroying animals, issuing citations, and taking other lawful actions as required to enforce the provisions of this chapter. The animal control officer shall fully investigate all complaints made pursuant to this chapter and shall take all statements under oath. The owner or keeper of such animal shall be given an opportunity to make a statement under oath. It shall be a

violation of this chapter to interfere with any animal control officer or other enforcement official in the performance of his duties.

(Ord. No. 1-99, § 12, 3-2-1999)

Sec. 3-7. Penalties for violation of chapter.

- (a) It shall be a violation of this chapter to:
 - (1) Fail to comply with any provision of this chapter,
 - (2) Fail to pay any fines, civil penalties or costs imposed by the animal control officer, within (15) days of the imposition of such fines or costs, unless payment thereof is lawfully stayed, or
 - (3) Make any false statements, under oath, with respect to this chapter.
- (b)Any person who fails to comply with a written citation issued by the animal control officer or his designee within seven (7) days shall be deemed guilty of a municipal infraction and shall

be subject to a fine as listed in the town fee schedule. If a violation continues after such written notice, each day's violation shall be deemed to be a separate offense. (Ord. No. 1-99, § 13, 3-2-1999)

Sec. 3-8. Appeals procedure.

Any provision of this chapter may be appealed to the town manager within thirty (30) days of the issuance of the citation. The citation holder can appeal the decision of the town manager to the superior court.

(Ord. No. 1-99, § 14, 3-2-1999)

Sec. 3-9. Reserved.

Dated at Berlin, Connecticut this 15th day of December 2021.

Kathryn J. Wall Town Clerk

Note: Amendment to the Ordinance shall become effective thirty (30) days after publication in local newspaper

Agenda Item No. \\ Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: November 4, 2022

SUBJECT: Appointment of a Town Council Member

Summary of Agenda Item:

Town Clerk Kate Wall has received the resignation letter of Town Council member Mike Urrunaga effective November 2, 2022.

Per the Town Charter Section 2-13 vacancy of an elective town office shall be replaced by an electorate of the town, from the same political party and by the appointment by the Council for the unexpired portion of the term.

Town Council shall appoint a new Democratic Town Council member. Immediately, after the appointment, Kate Wall, Town Clerk will swear in Ms. Foster.

Action Needed:

Move to appoint Casey Foster to fill the unexpired term of Town Councilor Mike Urrunaga.

Attachments:

None

Prepared By: Kate Wall, Town Clerk

Agenda Item No. 2 Request for Town Council Action

TO:

The Honorable Mayor and Town Council

FROM:

Arosha Jayawickrema, Town Manager

DATE:

November 7, 2022

SUBJECT:

Subcommittees

Summary of Agenda Item:

Mike Urrunaga served on Fire Committee, Town Manager's Evaluation Committee, Playing Fields Committee and Rules and Procedures since he has resigned there are now openings on this committees.

Action Needed:

Move to appoint Casey Foster to the Fire Committee, Town Manager's Evaluation Committee, Playing Fields Committee and Rules and Procedures.

Attachments:

None

Prepared By: Kate Wall, Town Clerk

Agenda Item No. 3 Request for Town Council Action

TO: The Honorable Mayor and Town Council

Arosha Jayawickrema, Town Manager FROM:

DATE: November 7, 2022

SUBJECT: Accept Text Amendments to Chapter III - Animals in Berlin Code Book

Summary of Agenda Item:

On October 13, 2022, the Ordinance Committee voted to recommend to the Council to accept the changes to Chapter III text, as noted in the attached document, and schedule a Public Hearing as required by Section 3-8 of the Town Charter.

A Public Hearing was held on Tuesday, November 15, 2022, at 7:00 PM in the Town Council Chamber for the purpose of receiving both written and oral comments concerning the text amendments to Chapter III – Animals, in Berlin Code Book.

Action Needed:

Move to accept the text amendments to Chapter III – Animals, in Berlin Code Book as noted in the attached document.

Attachments:

Proposed new language to Chapter III, Animals

Prepared By:
Arosha Jayawickrema, Town Manager

CHAPTER III - ANIMALS Article 1. - General

Sec. 3-1. Purpose and intent of chapter.

The purposes of this chapter are to promote the public health, safety, and general welfare of the citizens of the town by addressing the public nuisance caused by vicious and dangerous animals and to ensure that all animals receive adequate care. This chapter is intended to supplement and not supplant the provisions contained in state statute § 22-339 et seq. regarding domestic animals. The animal control officer shall have the discretion as to whether to proceed pursuant to state or local law.

(Ord. No. 1-99, § 1, 3-2-1999)

Sec. 3-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adult means any individual eighteen (18) years of age or older.

Animal means any nonhuman animate being which is endowed with the power of voluntary motion, including fish and fowl.

Animal control officer means an employee or agent of the town to enforce the licensing, inspection and enforcement requirements contained within this chapter and state statutes.

Animal nuisance means any nuisance arising out of the keeping, maintaining or owning of, or failure to exercise sufficient control of, an animal.

Animal shelter means any facility operated by the town and shall also include any facility authorized by the animal control officer or his designee to impound, confine, detain, care for or destroy any animal.

At large means that an animal is off the premises of the owner and not properly on a leash or lead seven (7) feet in length or less on school or other non-designated public property, and excepting playing fields, playgrounds, golf courses, tracks, outdoor courts, inside fenced-in areas at the pools, and within the initial/first fenced-in area at Scalise Field including the spectator seating area on which dogs are not allowed per Sec. 13-32 of Chapter XIII of the Code, or on a leash or lead of ten (10) feet in length or less on designated public property as herein defined, which leash or lead is under the immediate control of its owner or keeper who is capable of restraining the animal at all times. A dog(s) shall not be considered to be "At large" and is/are permitted to be off-leash when said dog(s) are off-leash in the meadow designated off-leash area of Bicentennial ParkPistol Creek Park; however, such off-leash dog(s) must be under the immediate control of its/their owner or keeper who is capable of restraining the animal(s) at all times. Dogs will be permitted to be off-leash as aforesaid for a six (6) month period of time from February 1, 2022, or such shorter or longer period of time as the Town Council acts to permit, with those conditions, limitations, and/or restrictions it deems appropriate in its discretion.

Designated public property means public property on which animals can be on a leash or lead that is ten (10) feet in length or less and includes the area of Bicentennial Park which is not part of the meadow, Community Playground, Demore, Dinda, Bittner Jr. Memorial Pool, Percival Pool, The Grove, Hatchery Brook Hiking Trails, Heffernan Park, Kensington Orchards, Lamentation Mountain Open Space, Little People's Playground, The Meetinghouse, Miccia Memorial Park, Murray Heights, Papergoods Pond, Pistol Creek Park (with both sides of the street and not including the off-leash area of the Park), Potter's Field, Ragged Mountain Hiking Trails, Senior Center, Timberlin Golf Course, Town Hall Complex, Veteran's Park, Volunteer Park, Webster Park, and Worthington Ridge Monument.

Disposition means adoption, sale, quarantine, voluntary or involuntary placement or euthanasia humanely administered to the animal.

Farm means a tract of land containing two (2) acres or more, used in part or wholly for agricultural purposes for profit, which may include the raising and keeping of domestic or other animals.

Guard or attack dog means a dog trained to attack or apprehend on command to protect persons or property.

Impoundment means the taking into custody of an animal by an animal control officer, or any authorized representative thereof.

Muzzle means a device constructed of strong, soft material designed to fasten over the mouth of an animal to prevent it from biting any person or other animal.

Owner or keeper means any person having temporary or permanent custody of, sheltering or having charge of, harboring, exercising control over, or keeping or having property rights to, any animal covered by this chapter.

Public nuisance means any animal that endangers the life or health of persons or other animals, or substantially interferes with the rights of citizens, other than their owners, to enjoyment of life or property. The term "public nuisance" shall include, but not be limited to, any animal that:

- (1) Is repeatedly found running at large;
- (2) Is in any section of any park or open space land where animals are not permitted; or where permitted, is not properly on a leash or lead seven (7) feet in length or less on school or other non-designated public property or on a leash or lead of ten (10) feet in length or less on designated public property as herein defined, which leash or lead is under the immediate control of its owner or keeper who is capable of restraining the animal at all times; or if off-leash in the meadow area of Bicentennial Park for a six (6) month period of time from February 1, 2022, or such shorter or longer period of time as the Town Council acts to permit, is not under the immediate control of its owner or keeper who is capable of restraining the animal at all times or is otherwise not in compliance with those conditions, limitations, and/or restrictions the Town Council imposes on such off-leash area in its discretion.
- (3) Damages or defiles any property other than that of the owner, unless the owner or keeper immediately picks up after the animal;

- (4) Barks, whines, howls or makes any noise natural to its species in an excessive or continuous fashion so as to disturb the peace, except where such activity occurs on a farm;
- (5) Is in heat and is not confined or under the owner's or keeper's control so as to prevent attraction or contact with other animals;
- (6) Whether or not on the property of its owner, that without provocation molests, attacks, or otherwise unreasonably interferes with the freedom of movement of persons in a public right-of-way or on private property other than that of the animal's owner;
- (7) Chases motor vehicles in a public right-of-way;
- (8) Is offensive or dangerous to the public health, safety or welfare by virtue of the number of animals maintained at a single residence and the inadequacy of the facilities and care; or
- (9) Attacks another animal off the property of the owner or keeper of the attacking animal.

Under restraint means that an animal is properly secured by a leash or lead seven (7) feet in length or less on school or other non-designated public property or on a leash or lead of ten (10) feet in length or less on designated public property as herein defined, which leash or lead is under the immediate control of an individual who is mentally and physically capable of restraining the animal and obedient to that person's commands; or securely enclosed (e.g., appropriate fence) within the real property limits of the owner's premises; or if off-leash in the designated off-leash area of Pistol Creek Park—meadow area of Bicentennial Park for a six (6) month period of time from February 1, 2022, or such shorter or longer period of time as the Town Council acts to permit, is under the immediate control of its owner or keeper who is capable of restraining the animal at all times or is otherwise in compliance with those conditions, limitations, and/or restrictions the Town Council imposes on such off-leash area in its discretion.

Vicious or dangerous animal means an animal that has attached, bitten, or physically injured human beings without adequate provocation. Any animal that without provocation has bitten or attacked a human being or has behaved so as to impose a threat of imminent bodily harm to a person conducting himself peacefully and lawfully shall be prima facie presumed vicious or dangerous. No animal may be declared vicious if an injury or damage is sustained by a person who, at the time of such injury or damage was sustained, was committing a willful trespass or other tort upon premises occupied by the owner or keeper of the animal or was teasing, tormenting, abusing or assaulting the animal or was committing or attempting to commit a crime. No animal may be declared vicious if the animal was protecting or defending a human being within the immediate vicinity of the animal from an unjustified attack or assault.

(Ord. No. 1-99, § 2, 3-2-1999; Definitions amended by Ord. No. 1-2021 12-14-2021)

Cross reference—Definitions generally, chapter I § 1-2 of this code book.

State law reference—Definitions, state statute § 22-327.

Sec. 3-3. Nuisance.

It shall be unlawful for any person to keep any animal on any property located within the town when the keeping of such animal constitutes a public nuisance or menace to public health or safety. (Ord. No. 1-99, § 3, 3-2-1999)

Sec. 3-4. Adequacy of facilities and care.

Every owner shall provide his animals with sufficient good and wholesome food and water, proper shelter and protection from the weather; veterinary care when needed to prevent suffering; humane care and treatment; and maintain them in a secure enclosure. (Ord. No. 1-99, § 4, 3-2-1999)

Sec. 3-5. Administrative sanctions and remedies.

As part of any order issued in writing and by certified mail, pursuant to this chapter, the animal control officer shall have the authority to order the following administrative sanctions and remedies if there is no compliance after seven (7) days from the date of issue:

- (1) Obedience training for the animal in question,
- (2) Muzzling of a dog or animal while off the property of the owner,
- (3) Confinement of an animal indoors, unless the animal is under the direct control of a responsible adult;
- (4) Confinement of an animal in a secure enclosure;
- (5) Reduction of the number of animals kept at any one location;
- (6) Removal of an animal from the custody of the animal's owner or keeper in cases of neglect or cruelty;
- (7) The sterilization of an animal;
- (8) A ban on maintaining other animals in the town;
- (9) The euthanizing of an animal; and
- (10) Any other measure or sanction designed to eliminate a violation, prevent future violations, or protect the health and safety of the public.

(Ord. No. 1-99, § 11, 3-2-1999)

Sec. 3-6. Enforcement of chapter provisions.

The animal control officer or his designees shall be the enforcement officials for this chapter. These officials, along with police officers, shall have the authority to act on behalf of the town in investigating complaints, impounding and destroying animals, issuing citations, and taking other lawful actions as required to enforce the provisions of this chapter. The animal control officer shall fully investigate all complaints made pursuant to this chapter and shall take all statements under oath. The owner or keeper of such animal shall be given an opportunity to make a statement under oath. It shall be a

violation of this chapter to interfere with any animal control officer or other enforcement official in the performance of his duties.

(Ord. No. 1-99, § 12, 3-2-1999)

Sec. 3-7. Penalties for violation of chapter.

- (a) It shall be a violation of this chapter to:
 - (1) Fail to comply with any provision of this chapter,
 - (2) Fail to pay any fines, civil penalties or costs imposed by the animal control officer, within (15) days of the imposition of such fines or costs, unless payment thereof is lawfully stayed, or
 - (3) Make any false statements, under oath, with respect to this chapter.
- (b)Any person who fails to comply with a written citation issued by the animal control officer or his designee within seven (7) days shall be deemed guilty of a municipal infraction and shall

be subject to a fine as listed in the town fee schedule. If a violation continues after such written notice, each day's violation shall be deemed to be a separate offense.

(Ord. No. 1-99, § 13, 3-2-1999)

Sec. 3-8. Appeals procedure.

Any provision of this chapter may be appealed to the town manager within thirty (30) days of the issuance of the citation. The citation holder can appeal the decision of the town manager to the superior court.

(Ord. No. 1-99, § 14, 3-2-1999)

Sec. 3-9. Reserved.

Dated at Berlin, Connecticut this 15th day of December 2021.

Kathryn J. Wall Town Clerk

Note: Amendment to the Ordinance shall become effective thirty (30) days after publication in local newspaper

Agenda Item No. ____/_ Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: November 4, 2022

SUBJECT: Authorization for the Town Manager to Execute Necessary Documents to

Accept a 2022 STEAP Grant for Steele Boulevard Park

Summary of Agenda Item:

At a previous meeting, the Town Council accepted a section 8-24 report from the Planning and Zoning Commission, appropriated a grant match, and authorized the Town Manager to submit a Small Town Economic Assistance Program Grant Application for the Steele Boulevard Park project. The State has awarded the Town a grant of \$500,000 for this project. The next step in the process is to pass the attached resolution authorizing the Town Manager to execute and file a STEAP grant application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of Town of Berlin.

Action Needed:

Move to pass the attached resolution authorizing the Town Manager to execute and file a STEAP grant application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of Town of Berlin.

Attachments:

1. STEAP Authorizing Resolution

Prepared By:

Chris Edge, Economic Development Director
Jim Mahoney, Economic Development Coordinator

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT STATE OF CONNECTICUT (AN EQUAL OPPORTUNITY EMPLOYER)

CERTIFIED RESOLUTION OF THE GOVERNING BODY

I,,	, certify that below is a true and correct copy of a
(Name of Official)	(Title of Official)
resolution duly adopted by	
	(Name of the Applicant)
at a meeting of its	
	(Governing Body)
duly convened on	and which has not been rescinded or modified in
(Meeting any way whatsoever and is at pre-	ng Date) esent in full force and effect.
(Date)	(Signature and Title of Official)
	SEAL
	of the Connecticut General Statutes

the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and WHEREAS, it is desirable and in the public interest that the Town of Berlin make an application to the State for \$500,000 in order to undertake the Steele Boulevard Park Project and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BERLIN TOWN COUNCIL

- 1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by Connecticut General Statutes ("C.G.S.") Sec. 4-66g,
- 2. That the filing of an application for State financial assistance by THE TOWN OF BERLIN in an amount not to exceed \$ 500,000 is hereby approved and that Arosha Jayawickrema, Town Manager is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of THE TOWN OF BERLIN.

Agenda Item No. 5 Request for Town Council Action

The Honorable Mayor and Town Council TO:

Arosha Jayawickrema, Town Manager FROM:

DATE: November 8, 2022

Authorization for the Town Manager to Enter Into an Agreement with Real SUBJECT:

Property Acquisition LLC and Connecticut Sand & Stone Corporation to

Extend Forbearance Related to the Connecticut Sand & Stone Properties

Summary of Agenda Item:

The Town is using Connecticut Department of Economic and Community Development (DECD) Brownfields Assessment Grants for the continued environmental assessment of the Connecticut Sand & Stone properties at the rear of and connecting to New Britain Road, east of the Pan Am rail freight line. The properties are tax delinquent and under contract for sale to Real Property Acquisition LLC, an affiliated entity of Clean Earth/HARSCO. Clean Earth plans to beneficially reuse treated soils to fill portions of the property to create an industrial park and to dedicate remaining property for open space. Pilot legislation concerning the beneficial reuse of treated soils was passed by the 2021 session of the Connecticut General Assembly and Clean Earth will apply to have these sites included in the pilot. The Berlin Inland Wetlands and Watercourses Commission has approved Clean Earth's plan, subject to conditions including that the property be registered in a Connecticut Department of Energy and Environmental Protection cleanup program. Clean Earth is supplementing the Town's additional environmental assessment work and has agreed to make its studies and analyses part of the public record. The Town has a Forbearance and Environmental Grant Related Agreement (subject to required \$4,500 monthly payments, which have been made) with Real Property Acquisitions LLC and Connecticut Sand & Stone Corporation that expires in November 30, 2022. The Town needs to extend the Forbearance and Environmental Grant Related Agreement to November 30, 2023, in order to provide additional time for permitting and due diligence.

Actions Needed:

Move authorize the Town Manager to enter into an extension to the Forbearance and Environmental Grant Related Agreement with Real Property Acquisition LLC and Connecticut Sand and Stone Corporation to extend the forbearance period to November 30, 2023, subject to the review and approval of Corporation Counsel.

Attachments:

None

Prepared By:

Jim Mahoney, Economic Development Coordinator Chris Edge, Economic Development Director

Agenda Item No. <u>6</u> Request for Town Council Action

TO:

The Honorable Mayor and Town Council

FROM:

Arosha Jayawickrema, Town Manager

DATE:

November 1, 2022

SUBJECT:

Timberlin Golf Course-Golf Professional Contract

Summary of Agenda Item:

The Current Golf Professional's agreement expires on December 31, 2022. The Town solicited sealed bids for the Timberlin Golf Course Professional on August 23, 2022, and received one proposal, which was from the current Golf Course Professional. Mr. Marc Bayram.

The proposed Golf Professional's Agreement with Mr. Bayram is a five-year contract with a two-year Town option for an extension. The annual retainer is \$90,000. The proposed contract has been reviewed by the Golf Commission, Mr. Bayram, relevant Town staff, the Town Manager and the Corporation counsel.

Action Needed:

Authorize the Town Manager to enter into a contract with Mr. Bayram for services as the Timberlin Golf Course Professional for the period beginning January 1, 2023, through December 31, 2027, with the option for the Town to extend the contract for two more years.

Attachments:

Golf Professional Contract Proposal

Prepared By: Arosha Jayawickrema, Town Manager



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this _________, day of _________, 2022 by and between the TOWN OF BERLIN, a Connecticut municipal corporation, having its territorial limits within Hartford County (hereinafter "Town") and Marc S. Bayram, of Berlin, Connecticut (hereinafter "the Professional").

WHEREAS, the Town is the owner of Timberlin Golf Course and related facilities located on Southington Road in Berlin, Connecticut (hereinafter Timberlin");

WHEREAS, the Town desires to engage the services of a member of the Professional Golfers Association ("PGA") to provide golf professional services and operate the Pro Shop, at Timberlin Golf Course (the "Services");

WHEREAS, the Professional represents that he is qualified, willing and able to provide the Services for the Town;

WHEREAS, the Town desires to engage the Professional as the Golf Professional in connection with the operation of Timberlin upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

1. ENGAGEMENT OF PROFESSIONAL.

The Town hereby engages the Professional as the Golf Professional at Timberlin and the Professional hereby accepts such engagement by the Town as an independent contractor in accordance with the terms and conditions hereinafter set forth. The parties specifically agree that the Professional is not an employee or agent of the Town and is an independent contractor under direct supervision of the Director of Golf.

2. TERM

The term of this Agreement shall be from January 1, 2023, through December 31, 2027 with a two year Town option, unless this Agreement is terminated earlier as may be expressly provided in this Agreement.

3. COMPENSATION FOR PROFESSIONAL SERVICES

The Town shall pay the Professional as a fee for Services the sum of Ninety thousand dollars (\$90,000) annually throughout the term of this Agreement. Said compensation to be paid to the professional in two equal installments of Forty-five thousand dollars on March 15th and July 15th of each calendar year of this Agreement.

The Professional shall have the exclusive right to the salvage of lost golf balls in all ponds and watercourses located on said golf course.

One Hundred (100%) percent of all handcart revenue generated by the rental of handcarts provided by the Professional as described further herein.

The Professional may extend complimentary greens fee and cart fee as a courtesy to fellow PGA Members and PGA Associates and maintain a log of such fees complimented.

DUTIES AND RESPONSIBILITIES OF THE PROFESSIONAL

The Professional shall devote his full-time attention and energies to the performance of his duties as Golf Professional at Timberlin Golf Course for the duration of this Agreement. His conduct, under all circumstances, shall comply with Standards of Conduct as established by the PGA and with regulations and policies promulgated by the Town from time to time. Throughout the term of this Agreement, the Professional shall maintain his PGA certification. Golf season for Timberlin Golf Course shall be as follows: Opening and closing day for the golf course will be dictated by the weather conditions. These dates can be any date within the calendar year.

It is agreed and understood that during the golf season (Course opening day to closing day), the Professional shall be present at the golf course a minimum of six (6) days per week for a sufficient number of hours (as determined by the Director of Golf) each day to assure that the Services are provided in a satisfactory manner. In the event that the Professional, due to illness or other reasons, is unable to be present at the golf course as required, he shall notify the Director of Golf, or his designee, of his absence and shall make adequate and appropriate arrangements for coverage in his absence and the fees payable to the Professional shall be proportionately adjusted. The Professional shall notify the Director of Golf as to which of the Professional's staff is authorized to act on his behalf in his absence.

The Professional or his staff will stock and operate at his own cost, risk, profit and expense, a quality Golf Shop sufficient to meet the needs of the golfing patrons of Timberlin Golf course. The Professional shall have the exclusive right to sell golf supplies, equipment, club repair and golf related services at Timberlin. Golf club repair will be at the discretion of the Professional and any fees derived there from shall be the Professionals solely. The Professional or his staff shall open and operate the Pro Shop every day from the official opening day of the golf course to the official close of the golf course.

The Pro Shop shall be open each day during the golf season at least one-half hour before the first morning tee-off time and shall remain open until the completion of play each day as defined by one hour before sunset or 6:30 PM whichever comes first or as otherwise agreed by the Professional and the Director of Golf. In addition, the Professional may open and operate the Pro Shop for merchandise sale at any other time during the calendar year, regardless of whether the golf course is open for play.

The Professional shall keep the shop in a clean and orderly condition and provide for the removal of refuse in its operation. The Pro Shop is to be cleaned thoroughly each night prior to closing.

The Professional shall display a schedule of his hours in the Pro Shop on a daily to weekly basis, as reasonable as can be ascertained, for the benefit of the golfing public and visitors to the golf course. A copy of this schedule shall be provided in advance to the Director of Golf on a weekly basis.

The Director of Golf or his designee must be notified of any concerns or issues that may affect the golf course or its surrounding properties. Any such situation(s) will be handled through the office of the Director of Golf. This includes any course or clubhouse maintenance issues, the designated official starting times of play on the course, as well as any necessary closures of the course due to weather (frost, extreme wet conditions) or other course maintenance related reasons.

The Professional shall be responsible for providing telephone services for Pro Staff use, provided, however, that the Town shall supply a separate telephone line and hardware for use in connection with golf reservations and the general golf course operation.

The Professional shall engage shop personnel during a minimum period of April 1st through October 1st of each year. The Professional shall make reasonable efforts to maintain a minimum of one Assistant Golf Professional for the term of the contract. The hours of work and duties of the shop personnel shall be established by the Professional to ensure that the Professional can efficiently carry out the duties enumerated herein.

The Professional shall pay all Pro Shop personnel directly, including withholding and paying, any and all social security, workers compensation, unemployment compensation and all other State and Federal taxes required by applicable law.

The Professional agrees that the Town shall have no responsibility for merchandise credit owed by the Professional to any individual or group. The Professional can set the terms of any outstanding merchandise credit he may extend. The Professional agrees to make reasonable efforts to pay the amount of any outstanding merchandise credit to the holder of the credit no later than ninety (90 days) after the last day of this Agreement. An annual report of outstanding credit at the conclusion of the calendar year must be submitted to the Director of Golf during the term of this Agreement. The Professional further agrees to hold harmless, indemnify, and defend the Town against any claims by any individual for reimbursement or return of merchandise credit.

The Professional shall provide at least ten (10) handcarts at his own expense for rent to golfers at a rate approved in writing by the Town. The Professional shall keep all handcart revenue as compensation for his costs and services pertaining to same.

The Professional has exclusive teaching rights at the golf course and driving range. The Professional shall offer individual and group lessons on a regular schedule sufficient to meet the needs of the golfing public and to promote new golfers. The Professional shall set the schedule and fees charged for lessons and as a benefit to Town Residents offer a minimum of 20% off the fees set for such programs. All such fees shall be paid to and retained by the Professional. The Town of Berlin shall provide a space for lessons at the bottom of the driving range that is approximately 50°L x 10°W and the grass cut at tee box height at all times. This area will be exclusive for golf lessons and clinics. If this area is unplayable due to weather conditions, the Golf Professional may utilize the top of the driving range as long as every hitting station is not occupied. The Professional shall provide a monthly report of all programs initiated and clinics conducted to the Director of Golf.

The Professional shall coordinate all special golf tournaments held at Timberlin with the Director of Golf. All prices charged for tournament participants shall conform to the fee schedules set by the Town. The Professional shall not charge any surcharges, commissions or other additional fees from tournament participants without advance written approval from the Director of Golf or the Golf Commission. He shall be responsible for recruiting, organizing and scheduling golf leagues and outings, and will assist and coordinate Pro Shop, women and men's club events. He will coordinate any/all golf leagues that have been approved by the Director of Golf and assign starting times for league play. He shall meet with the Director of Golf and Golf Commission to discuss matters of mutual interest with respect to Timberlin.

The Professional shall maintain accurate books of accounts and records covering all transactions relating to this Agreement. The Town shall have the right to examine such books of accounts and records or any other document or material in the possession of the Golf Professional, which relates to the subject matter and terms of this Agreement. The Professional shall submit an annual Income Statement, reviewed by a certified public accountant, related to the Pro Shop operation summarizing the concession operations to the Town Manager and the Director of Golf on or before May 1st of each year.

The Professional shall post a schedule of all tournaments and events in the Pro Shop and at the Starters Shack for the current month and following month and shall meet regularly with the Director of Golf, Restaurant Concessionaire, Starters and Rangers to ensure coordination of all scheduled activities.

The Professional shall make reasonable efforts to initiate new programs and events in the interest of developing new clientele and the retention of existing clientele. He shall especially make efforts to initiate programs to interest young people in the golf course and its activities.

EVALUATION AND TERMINATION

The Professional's performance under the terms of this Agreement shall be evaluated by the Director of Golf. There shall be at least one annual end-of-season review to determine if the Professional has met objectives set forth by the Town at the beginning of each season. In fulfilling the terms of this Agreement, the Professional shall be under the general and direct supervision of the Director of Golf. The Town Manager and the Golf Commission shall make recommendations in consultation with the Director of Golf relative to the Professional's performance.

The Town in its sole discretion may terminate this Agreement for material breach of the terms and provisions set forth above by giving the Professional written notice at least thirty (30) days prior to the termination date stating the reasons for termination. "Material Breach" of this Agreement shall include, but not be limited to, the following:

Breach or neglect of any duties related to the position, as such are delineated herein and contained in this Agreement, or by the Rules and Regulations promulgated by the Town;

Willful misconduct or the habitual neglect of his duties under this Agreement; Failure to properly train or supervise the Professional's employees so that all staff members conform to the provisions of this Agreement or Rules and Regulations promulgated by the Town; Dishonest or illegal conduct by the Professional; The Professional's conviction of any felony or any crime or offense involving moral turpitude.

In addition, the Town may terminate this Agreement upon sixty (60) days written notice for any reason and without cause regardless of whether a breach has or has not occurred.

If the Town gives the Professional notice of its intent to terminate the Agreement (with or without cause), the Town shall further give notice to the Professional whether it intends to purchase the Professional's inventory of merchandise in stock or whether the Town wants the Professional to remove all merchandise belonging to the Professional upon departure.

If the Town elects to purchase the merchandise, the Professional shall give to the Town a detailed list and description of all merchandise on hand, as well as proof of the wholesale cost of such items, at least two weeks prior to the proposed termination date. If the Town elects to keep such merchandise, it shall reimburse the Professional his actual wholesale cost of said merchandise.

If this Agreement with the Professional is terminated in accordance with the terms of this section, the Town will not be obligated to make any further payments to the Professional upon termination, except payments which accrued prior to the termination date (less any set offs or credits due the Town) and the cost of any merchandise which the Town has elected to keep in accordance with the preceding paragraph.

If the Professional leaves at any time prior to the end of any golf season covered by this Agreement, he shall reimburse the Town for any payments made to him for any services not yet rendered by him through the end of said golf season on a prorated basis.

NOTICES: Any notices required by this Agreement shall be sent by regular mail as follows: (in the case of termination, notice shall be sent by certified mail)

To the Town of Berlin:

Town Manager and Director of Golf

240 Kensington Road Berlin, CT 06037

To the Golf Professional:

Marc S. Bayram

Berlin, CT 06037

INSURANCE

The Professional shall obtain commercial general liability insurance and keep said insurance in full force and effect during the term of this Agreement or any extension hereof to cover claims for property damage or personal injury, including death arising out of the operation of the golf shop and other services provided by the Professional in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. The Town of Berlin shall be listed as "Additional Insured". The Professional shall maintain workers compensation coverage for all employees as required by applicable laws and shall provide a current Certificate of Insurance to the Town upon the execution hereof and upon the annual renewal thereof. Insurance carrier must provide 60 days' notice of cancellation and must be a licensed insurer in the State of Connecticut. The Town will name the Professional as an additional insured under the Town's commercial general liability insurance policies with respect to all aspects of golf cart maintenance, use and rental.

MISCELLANEOUS

Signed Sealed & Delivered in the presence of:

This Agreement shall not be assigned to anyone without the express written consent and approval of the Town, nor shall the golf shop be sublet without such expressed written consent or approval.

If a conflict shall occur, between this Agreement and the Town of Berlin Charter or Town Ordinances, the Town of Berlin Charter or Ordinances will take precedence and prevail.

in the presence of :	
	By:Arosha Jayawickrema, Town Manage
	By: Marc S. Bayram, PGA Professional

John Fotis Diakun

Town of Berlin | Generated 10/11/2022 @ 8:39 am by OnBoard2 - Powered by ClerkBase

Status

Name

John Fotis Diakun

Application Date

10/8/2022

Expiration Date

10/8/2121

Status

Received

Board (Rank)	Vacancies	Status
Planning and Zoning Commission (1)	1	Pending
Parks and Recreation Commission (2)	1	Pending
Historic District Commission (3)	1	Pending

Basic Information

Name

John Fotis Diakun

Resume File

View / Download

Contact Information

Address

76 Hemlock Ridge

Berlin, CT 06037

Resident

Yes

Phone

860-878-8586

Email

diakun.john@yahoo.com

Occupation

Employer

City of New Britain

Job Title

City Attorney

Other Questions

Question #1

Number of years in Berlin

August 2022 to present

Question #2

Educational Background (optional)

1) 4 year college degree 2) Law degree

Question #4

Tell us why you feel qualified for this appointment

In my capacity as an attorney for the City of New Britain, I am familiar with the charge of each of the commissions I have listed in which I see consideration for appointment. I also wish to be involved in helping the community I am now a part of.

Question #5

Can you think of any reason that a conflict of interest could arise if you were appointed?

If a matter involving the City of New Britain came before a commission.

Question #6

Are you a Registered Voter? (To apply, you must be a Registered Voter in Berlin)

Yes

Political Party

What is your political party affiliation?

Republican

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Join Zoom Meeting https://berlinct-gov.zoom.us/j/86770980621?pwd=MlpkQTVmanpWbTNtbTFYOGd1RkdsQT09

Meeting ID: 867 7098 0621

Passcode: 819248

+1-929-205-6099, US (New York)

TOWN OF BERLIN
TOWN COUNCIL MEETING
SPECIAL MEETING
Wednesday, November 2, 2022
Town Council Chambers
Remote Meeting
7:00 P.M.

A. CALL TO ORDER:

Mayor Kaczynski called the Town Council meeting to order at 7:01 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL:

Those in attendance were: Councilor Sandra Coppola

Councilor Jack Fazzino Mayor Mark Kaczynski Councilor Charles Paonessa Councilor Peter Rosso Councilor Mike Urrunaga

Absent: Councilor Donna Veach

Also in attendance: Town Manager Arosha Jayawickrema

Corporation Counsel Jeffrey Donofrio

D. <u>PRESENTATION OF PROCLAMATION</u>: Mike Urrunaga

Mayor Kaczynski stated that he is sorry to see Councilor Urrunaga leave the Town Council, but he understands his work commitments. He then read the following proclamation.

TOWN OF BERLIN
Town Council
PROCLAMATION
BE IT HEREBY KNOWN TO ALL THAT:

The Town of Berlin hereby recognizes Mike Urrunaga

Mike has served with distinction on the Berlin Town Council from November 2019 until present.

While on the Council, Mike served on the Budget Committee, the Rules and Procedures Committee, the Technology Committee, the Playing Fields Committee, the Fire Committee, and the Manager's Evaluation Committee.

In recognition of his service to the Town of Berlin and the many contributions he made to improve the quality of life in our community, the Town Council hereby salutes **Mike Urrunaga** and extends best wishes to him for many years of health and happiness in his future endeavors.

Dated this 2 nd day of November 2022.	
	Mark H. Kaczynski, Mayor

Councilor Urrunaga stated that his time on the Berlin Town Council has been very educational, and he is very grateful to have been a representative of the Town Council to try and make Berlin a better place. He added that he hopes to be able to volunteer his time to the Town in the future.

Councilor Urrunaga stated that he appreciates all those on Town Council that have helped him along the way and thanked the Town Hall staff that does everything they can to make Berlin an example to the State of Connecticut.

Councilor Rosso stated that Councilor Urrunaga hit the ground running from day one and he hopes that one day he can return to serve again.

Councilor Fazzino stated that he has appreciated working with Councilor Urrunaga adding that he has been a mentor in his position of minority leader for the Democratic caucus. He added he will miss his cool temperament and dedication to the work itself.

Mayor Kaczynski stated that Councilor Urrunaga was always a gentleman, and he appreciates having worked with him. Adding that he's sorry to see him go.

Councilor Paonessa thanked the Councilor for his time and volunteerism adding that his thoughtful decision making will be missed.

E. AUDIENCE OF CITIZENS:

Keith Bostrom, 97 Crater Lane -- Mr. Bostrom stated that he and his sons own a tree farm at 2053 Chamberlain Highway, and he has a letter that he will be giving to the members of the Planning and Zoning Commission regarding industrial green houses that are to be put up on the Chamberlain

Highway. He wanted to share this letter with Town Council members. Mr. Bostrom then read from his letter which is attached to these minutes.

Sharon Fontanella, 2127 Chamberlain Highway – Ms. Fontanella stated that her family owns Fontanella Farms on the Chamberlain Highway, and they are also concerned about the industrial structure being proposed next door to her property. Letters from the Fontellas, as well as from Douglas and Deborah Sanders whose property looks down over the proposed building location, and Richard and Joyce Solek who live behind the proposed building were distributed to the Town Council and have been attached to these minutes.

Joseph Wisniowski, 933 Kensington Road – Mr. Wisniowski stated that the proposed greenhouse should go into an industrial location and not destroy prime land on the Chamberlain Highway. He added that he has beehives on the property and bees are very important to the environment and he will have to move them.

Chris Coppola, Heritage Drive – Mr. Coppola stated that he owns Triple Bar C Performance Horses on the Chamberlain Highway, and he agrees with Mr. Bostrom's concerns and added that his understanding is that the business will not have trucks so there will be no property taxes collected for those, but there will be refrigerated trucks which will be loaded in the early morning hours which will disturb the neighbors. Most importantly he is concerned with how the setback was changed from 400 feet to 200 feet, and why residents of the Chamberlain Highway were apparently made to remove fences because that would destroy the scenic vistas of the area however two large buildings could be allowed.

As a member of the Economic Development Commission, he stated that the business did meet with the Commission, but he personally feels that the benefits to the Town are minimal.

Chris Edge, Director of Economic Development – Mr. Edge stated that the business did present themselves to the Economic Development Commission (EDC) and the Commission voted unanimously not to support it for a number of reasons.

Terry Hall, 155 Robbins Road – Mr. Hall stated that he is one of only a few active farmers left in town and he leases the property in question. Every time he loses a piece of land it hurts him financially and personally.

Mayor Kaczynski encouraged all those who spoke tonight and others that are concerned about the project to attend tomorrow night's Planning and Zoning Commission meeting.

F. MAYOR'S UPDATE:

Mayor Kaczynski reminded everyone that November 8th is election day. There is information at the top of the Town's website under Breaking News regarding the election and polling places. The Mayor stated that the State legislature made changes to voting districts that affected all towns in the State and Berlin went from five polling places to three, Willard School, Griswold School, and Hubbard School. Information will be posted at the two closed polling locations to direct voters to their new location.

There is a State question regarding early voting on the ballot as well as four questions pertaining to the Town Charter. Mayor Kaczynski urged voters to do their research on the Charter questions.

G. MEETING AGENDA – Immediately Following the Mayor's Update

H. CONSENT AGENDA:

- 1. Topic re: Approve waiving the fees associated with hiring two Police officers with cruisers to cover the Town of Berlin Fire Department Tree Lighting in an amount of \$912.60 and approve waiving the fees associated with hiring two Public Ground employees to cover the clean-up after the Tree Lighting, in an approximate amount of \$600.00. Fire Administrator
- 2. Topic re: Transfer \$77,220, as detailed on the accompanying spreadsheet, to cover higher than budgeted expenditures in identified accounts, pending approval by the Board of Finance. Finance
- 3. Topic re: Accept monetary donations totaling \$388.68 and deposit \$388.68 into the Friends of the Library Credit Card Account to pay for the annual Getresponse database renewal and accept the donation of books with an approximate value of \$86.98 to be added to the appropriate collection and cake pans with an approximate value of \$30.00 to be added to the collection. Berlin-Peck Memorial Library
- 4. Topic re: Accept the donations of \$100.00 and appropriate the funds to the Supplies Expenditure Account. Police

Councilor Paonessa moved to accept the Consent Agenda as presented.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Fazzino, Councilor Paonessa, Councilor Rosso, Councilor Urrunaga, Mayor Kaczynski.

Vote being 6-0 (MOTION CARRIED)

I. PUBLIC HEARINGS

The Town Council of the Town of Berlin will meet at Berlin Town Hall, Council Chambers, 240 Kensington Road, Berlin, CT on Wednesday, November 2, 2022, at 7:00 p.m. for the purpose of holding a public hearing on the following proposed ordinance of the Town, said ordinance being entitled as follows:

AN ORDINANCE APPROPRIATING \$4,900,000 FOR SCHOOL HVAC UPGRADES (2023) AND AUTHORIZING THE ISSUE OF \$4,900,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

Copies of said proposed ordinance are on file open to public inspection at the Office of the Town Clerk.

Following the public hearing, the Town Council may consider and act upon the bond ordinance.

Mayor Kaczynski convened the Public Hearing for the school HVAC upgrades appropriation and bond ordinance. The ordinance which is the subject of this public hearing is available to the public and may be obtained at this meeting from the Town Clerk.

Mayor Kaczynski asked if there is a motion and a second to read the title of the following proposed ordinance and to waive the reading of the remainder of the ordinance, incorporating its full text into the minutes of this meeting.

Councilor Paonessa moved to waive the reading of the ordinance and incorporate the wording of the ordinance into the record.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Fazzino, Councilor Paonessa, Councilor Rosso, Councilor Urrunaga, Mayor Kaczynski.

Vote being 6-0 (MOTION CARRIED)

AN ORDINANCE APPROPRIATING \$4,900,000 FOR SCHOOL HVAC UPGRADES (2023) AND AUTHORIZING THE ISSUE OF \$4,900,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION, AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

No public comments were made.

Mayor Kaczynski closed the Public Hearing at 7:41 p.m.

J. NEW BUSINESS:

1. Topic re: Approve the appointment of a new Democratic Town Council member to fill the unexpired term of Mike Urrunaga effective immediately through November 2023. – Town Clerk

Councilor Paonessa moved to approve the appointment of a new Democratic Town Council member to fill the unexpired term of Mike Urrunaga effective immediately through November 2023.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Fazzino, Councilor Paonessa, Councilor Rosso, Mayor Kaczynski.

Vote being 5-0 (MOTION CARRIED)

Councilor Fazzino moved to nominate Casey Foster to serve as the new Democratic Town Councilor.

Seconded by Councilor Rosso.

Those voting in favor: Councilor Coppola, Councilor Fazzino, Councilor Paonessa, Councilor Rosso, Mayor Kaczynski.

Vote being 5-0 (MOTION CARRIED)

Councilor Foster was sworn in by Town Clerk Kate Wall.

Councilor Fazzino stated that he was just made aware that there is an issue with Councilor Foster's voter registration, and he wanted to bring it to a discussion about how that should be addressed as she is not currently a registered voter in Berlin.

Town Clerk Wall stated that Town Council members must be electors of the Town of Berlin. Unfortunately, the last day to register to vote was yesterday but Ms. Foster could register to vote on election day November 8th. Corporation Counsel Donofrio stated that once she registers to vote as a Democrat on November 8th, she would be eligible to be a voting member of the Town Council. It was agreed that Councilor Foster would remain seated but could not vote at tonight's meeting. Any votes taken will reflect Councilor Foster as abstaining.

2. Topic re: Approve, subject to the approval of the Board of Finance, a non-budgeted appropriation of one million dollars (\$1,000,000) from the FY23 General Fund Unassigned Fund Balance for the purchase of the real property owned by Rio Vista Associates, LLC on Atkins Street, known as Assessor's Map 22-4, Block 155, Lots 1-8 and Assessor's Map 23-1, Block 15, Lots 9-13, subject to the completion of §8-24 report from the Berlin Planning & Zoning Commission. – Town Manager

Town Manager Jayawickrema stated that this item was the subject of tonight's Town Meeting.

Councilor Paonessa moved to approve, subject to the approval of the Board of Finance, a non-budgeted appropriation of one million dollars (\$1,000,000) from the FY23 General Fund Unassigned Fund Balance for the purchase of the real property owned by Rio Vista Associates, LLC on Atkins Street, known as Assessor's Map 22-4, Block 155, Lots 1-8 and Assessor's Map 23-1, Block 15, Lots 9-13, subject to the completion of §8-24 report from the Berlin Planning & Zoning Commission.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Fazzino, Councilor Paonessa, Councilor Rosso, Mayor Kaczynski.

Vote being 5-0 (MOTION CARRIED)

3. Topic re: Waive Rule Seven of the Town Council's Rules and Procedures and move that "AN ORDINANCE APPROPRIATING \$4,900,000 FOR SCHOOL HVAC UPGRADES (2023) AND AUTHORIZING THE ISSUE OF \$4,900,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE" be adopted. – Town Clerk

Town Manager Jayawickrema stated that this item was the subject of tonight's Public Hearing. Waiving Rule Seven allows the Town Council to vote on this matter tonight.

Councilor Paonessa moved to waive Rule Seven of the Town Council's Rules and Procedures.

Seconded by Councilor Coppola.

Councilor Fazzino asked to clarify that this is subject to receiving the State grant and being reimbursed, and also that the Town is not bonding any new money. Mayor Kaczynski stated that is correct.

Those voting in favor: Councilor Coppola, Councilor Fazzino, Councilor Paonessa, Councilor Rosso, Mayor Kaczynski.

Vote being 5-0 (MOTION CARRIED)

Councilor Paonessa moved that "AN ORDINANCE APPROPRIATING \$4,900,000 FOR SCHOOL HVAC UPGRADES (2023) AND AUTHORIZING THE ISSUE OF \$4,900,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE" be adopted.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Fazzino, Councilor Paonessa, Councilor Rosso, Mayor Kaczynski.

Vote being 5-0 (MOTION CARRIED)

4. Topic re: Authorize the Town Manager to execute the attached subordination agreement with respect to the lien through the Town's Matching Façade and Landscaping Grant recorded in Volume 796 at Page 108 in the Berlin Land Records, subject to the review and approval of Corporation Counsel. - Economic Development

Economic Development Director Chris Edge stated that the business located on the corner of Farmington Avenue and Porter's Pass was given a façade grant by the Town of Berlin. Thomaston Savings Bank is asking the Town of Berlin to subordinate its lien on the property.

Councilor Paonessa moved to authorize the Town Manager to execute the attached subordination agreement with respect to the lien through the Town's Matching Façade and Landscaping Grant

recorded in Volume 796 at Page 108 in the Berlin Land Records, subject to the review and approval of Corporation Counsel.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Fazzino, Councilor Paonessa, Councilor Rosso, Mayor Kaczynski.

Vote being 5-0 (MOTION CARRIED)

5. Topic re: Authorize the Town Manager to award Contract No. 2023-03, the LOTCIP Road Project to reconstruct Christian Lane, Deming Road and Porters Pass, to Tilcon Connecticut, Inc of Newington, CT in the amount of \$4,864,900.00 and to authorize the Town Manager to approve change orders to an amount not to exceed \$5,507,880.00 subject to: Approval of supplemental funding by the Connecticut Department of Transportation and Board of Finance approvals to appropriate the LOTCIP and Town funds, as needed. – Public Works

Public Works Director Mike Ahern stated that the Town received a Commitment to Fund from the Connecticut Department of Transportation (DOT) for \$3.9 million for road improvements through the Local Transportation Capital Improvement Program (LOTCIP) for three Town roadways: Christian Lane, Deming Road, and Porters Pass. This grant comes with an agreement from the Town to fund approximately \$365,500.

LOTCIP funds provide for the majority of the overall construction and inspection costs and are provided to municipalities before starting construction. The lowest bid, received from Tilcon, exceeds the total funding available (\$4,265,481), so the project will need approvals from the Capital Region Council of Governments (CRCOG), which was received last week, and DOT to increase the LOTCIP amount accordingly.

Staff anticipate that these approvals will be obtained by late November 2022 and are requesting Town Council approval to award the contract to Tilcon subject to obtaining the increased commitment to fund from DOT, and to authorize the Town Manager to approve change orders for Contract #2023-03 to an amount not to exceed \$5,837,880.

This approval by Town Council is also conditioned on Board of Finance approval of subsequent appropriations related to incoming LOTCIP funds, as well as Finance Department involvement to set up related accounts and issue purchase orders.

Councilor Paonessa moved to authorize the Town Manager to award Contract No. 2023-03, the LOTCIP Road Project to reconstruct Christian Lane, Deming Road and Porters Pass, to Tilcon Connecticut, Inc of Newington, CT in the amount of \$4,864,900.00 and to authorize the Town Manager to approve change orders to an amount not to exceed \$5,507,880.00 subject to: Approval of supplemental funding by the Connecticut Department of Transportation and Board of Finance approvals to appropriate the LOTCIP and Town funds, as needed.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Fazzino, Councilor Paonessa, Councilor Rosso, Mayor Kaczynski.

Vote being 5-0 (MOTION CARRIED)

6. Topic re: Authorize the Town Manager to award the Construction Administration and Engineering Inspection Contract for the LOTCIP Road Project to reconstruct Christian Lane, Deming Road and Porters Pass, to SLR International Corporation of Glastonbury, CT in the amount of \$218,000.00 and to authorize the Town Manager to approve change orders up to an amount not to exceed \$330,000.00 subject to: Approval of supplemental funding by the Connecticut Department of Transportation and Board of Finance approvals to appropriate the LOTCIP and Town funds, as needed. — Public Works

Public Works Director Ahern stated that this is connected with the funding that the DOT is providing for the reconstruction of Christian Lane, Deming Road and Porters Pass. LOTCIP funds provide for the majority of the overall construction and engineering inspection costs and are provided to municipalities before starting construction. Once approved by the DOT, the total amount of LOTCIP funding includes 10% over the bid price for incidentals which includes construction inspections by an outside engineering firm. The total amount for incidentals for this project (after DOT approval) will be \$486,490.

Staff requested proposals from three (3) engineering firms prequalified by CRCOG and received one from SLR International Corporation (SLR) of Glastonbury, CT (formerly Milone & MacBroom) based on the work schedule presented in the construction bid. SLR's total fee of \$218,000 is based on staff hourly rates established with CRCOG for LOTCIP projects.

Staff requests authorization to approve change orders for the construction inspection contract up to an amount not to exceed \$330,000. This amount is still well below the total 10% incidental contingency of \$486,490 and is covered by the overall LOTCIP grant. This approval by Town Council is also conditioned on Board of Finance approval of subsequent appropriations related to incoming LOTCIP funds, as well as Finance Department involvement to set up related accounts and issue purchase orders.

Councilor Paonessa moved to authorize the Town Manager to award the Construction Administration and Engineering Inspection Contract for the LOTCIP Road Project to reconstruct Christian Lane, Deming Road and Porters Pass, to SLR International Corporation of Glastonbury, CT in the amount of \$218,000.00 and to authorize the Town Manager to approve change orders up to an amount not to exceed \$330,000.00 subject to: Approval of supplemental funding by the Connecticut Department of Transportation and Board of Finance approvals to appropriate the LOTCIP and Town funds, as needed.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Fazzino, Councilor Paonessa, Councilor Rosso, Mayor Kaczynski.

Vote being 5-0 (MOTION CARRIED)

7. Topic re: Utilize State of Connecticut contract no. 13PSX0280-MNWNC-108 and approve the quote from Winslow Technology Group of Waltham, MA in the amount of \$16,736.00 which includes a 20 percent order contingency for technology components related to the Sage Park DEEP Grant Scoreboard Project. – Facilities/Information Technology

Director of Facilities Doug Solek stated that the scoreboard for Sage Park is on order and should be ready soon. Excavation for the fiber began this week so it is hoped that the scoreboard will be installed by the end of the year.

Winslow Technology Group of Waltham, MA provided a quote for \$16,736 which includes a 20% contingency for technology integration components needed for the project. The Unifi equipment in the quote from Winslow Technologies will allow for Wi-Fi connectivity around the field. The Aruba equipment is part of what is needed to allow fiber connectivity back to the switch at Town Hall.

Councilor Paonessa moved to utilize State of Connecticut contract no. 13PSX0280-MNWNC-108 and approve the quote from Winslow Technology Group of Waltham, MA in the amount of \$16,736.00 which includes a 20 percent order contingency for technology components related to the Sage Park DEEP Grant Scoreboard Project.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Fazzino, Councilor Paonessa, Councilor Rosso, Mayor Kaczynski.

Vote being 5-0 (MOTION CARRIED)

8. Topic re: Approve purchase orders up to \$25,000 as needed without exceeding the account balances in Department No. 38 and No. 61 operating materials and department No. 38 Custodial Supplies for the following vendors utilizing State and National Purchasing Contracts along with bid waivers, when necessary, as this is in the best interest of the Town. – Facilities

Director of Facilities Solek stated that over the course of fiscal year 2022/2023 the Facilities Department will utilize various vendors for materials and supplies. Due to the magnitude of maintenance performed during the fiscal year many materials vendors may cumulatively exceed the current purchasing threshold of \$10,000. Approval is being requested to increase purchase orders as needed up to \$25,000 without exceeding the account balances during the fiscal year.

Councilor Paonessa moved to approve purchase orders up to \$25,000 as needed without exceeding the account balances in Department No. 38 and No. 61 operating materials and department No. 38 Custodial Supplies for the following vendors utilizing State and National Purchasing Contracts along with bid waivers, when necessary, as this is in the best interest of the Town.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Fazzino, Councilor Paonessa, Councilor Rosso, Mayor Kaczynski.

Vote being 5-0 (MOTION CARRIED)

9. Topic re: Approve an increase to Purchase Order 230354 for Daikin Applied up to \$40,000 for additional maintenance, testing, cleaning, and repairs of the Berlin High School Chillers utilizing OMNIA partners contract R150505. – Facilities

Director of Facilities Solek stated that the two chillers at Berlin High School are currently under an Annual Factory Authorized Service Agreement with Daikin Applied. During an inspection, it was noted that a relief valve fitting has developed a leak. Due to the age of these components, it has been recommended to replace all relief valves while the system is offline.

The service invoice for this additional maintenance, testing, cleaning, and repairs exceeds the previous purchase order amount of \$25,000 approved by Town Council on June 21,2022. Should any other maintenance or repair work outside of the service agreement be needed, a request to increase the purchase order up to \$40,000 will allow for approval and payment of expenditures for the remainder of fiscal year 2023.

Councilor Paonessa moved to approve an increase to Purchase Order 230354 for Daikin Applied up to \$40,000 for additional maintenance, testing, cleaning, and repairs of the Berlin High School Chillers utilizing OMNIA partners contract R150505.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Fazzino, Councilor Paonessa, Councilor Rosso, Mayor Kaczynski.

Vote being 5-0 (MOTION CARRIED)

10. Topic re: Approve the purchase of one (1) 2023 Ford F-550 cab and chassis for Berlin Water Control from Tasca Ford, utilizing the State of Connecticut, Department of Administrative Services Contract #19PSX0161 for an amount not to exceed \$75,000. – Municipal Garage

Fleet Manager Jim Simons stated that this request is for an addition to the Water and Sewer fleet of vehicles and is an upgrade to their current 2011 vehicle with a makeshift boom and crane. Due to situations in the market the order for the cab and chassis needs to be put in by Monday November 7th. Orders are placed Monday morning and then the Town must wait for VIN numbers. In the near future staff will request funding to have Hartford Truck provide and install a heavy-duty utility body and hydraulic crane.

Councilor Paonessa moved to approve the purchase of one (1) 2023 Ford F-550 cab and chassis for Berlin Water Control from Tasca Ford, utilizing the State of Connecticut, Department of Administrative Services Contract #19PSX0161 for an amount not to exceed \$75,000.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Fazzino, Councilor Paonessa, Councilor Rosso, Mayor Kaczynski.

Vote being 5-0 (MOTION CARRIED)

11. Topic re: Approve the purchase of one (1) 2023 Ford F-350 truck for use in the Parks Department., utilizing the State of Connecticut, Department of Administrative Services Contract #19PSX0161 for an amount not to exceed \$110,000. – Municipal Garage

Fleet Manager Simons stated that this vehicle is being purchased for the Parks Department as replacement for a vehicle that is 20 years old. The Department is moving to utility vehicles to allow for better storage and transport of items.

The actual cost of the vehicle is \$76,556 with a contingency to cover anything that was missed while building it. Paperwork will be delivered on Friday and Monday morning orders will be placed.

Councilor Paonessa moved to approve the purchase of one (1) 2023 Ford F-350 truck for use in the Parks Department., utilizing the State of Connecticut, Department of Administrative Services Contract #19PSX0161 for an amount not to exceed \$110,000.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Fazzino, Councilor Paonessa, Councilor Rosso, Mayor Kaczynski.

Vote being 5-0 (MOTION CARRIED)

12. Topic re: Set a public hearing on November 13, 2022, at 6:45 PM at the Town Council Chamber for the purpose of receiving both written and oral comments concerning the text amendments to Chapter III – Animals, in Berlin Code Book. – Town Manager

Town Manager Jayawickrema stated that this Public Hearing is required as amendments to language of the previously approved Ordinance were recommended by the Ordinance Committee during their October 13, 2022 meeting. The language changes clarify the off-leash area within Pistol Creek.

Councilor Paonessa moved to set a public hearing on November 15, 2022, at 6:45 PM at the Town Council Chamber for the purpose of receiving both written and oral comments concerning the text amendments to Chapter III – Animals, in Berlin Code Book.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Fazzino, Councilor Paonessa, Councilor Rosso, Mayor Kaczynski.

Vote being 5-0 (MOTION CARRIED)

K. APPOINTMENTS:

- 1. Board of Ethics <u>Alternate</u> Vacancy Term would be until January 31, 2025. Can only be filled with a D or U.
- 2. Commission for Persons with Disabilities Vacancy Term would be until January 31, 2023. Can be filled with a D, R or U.
- **3.** Conservation Commission <u>Alternate</u> Vacancy Term would be until January 31, 2026. Can be filled with a D, R or U.
- 4. Constables Vacancy Term would be until December 2023. Can only be filled with D or U (with no more than a bare majority to be from one political party (Section 8-6)).
- 5. Constables Vacancy Term would be until December 2023. Can only be filled with D or U (with no more than a bare majority to be from one political party (Section 8-6)).
- 6. Constables Vacancy Term would be until December 2023. Can only be filled with D or U (with no more than a bare majority to be from one political party (Section 8-6)).
- 7. Historic District Commission Vacancy New term would be until January 31, 2027. Can be filled with a D, R or U.
- **8.** Inland Wetlands & Water Courses Commission Vacancy Term will be until January 31, 2024, Can be filled with a D or U.
- 9. Parks and Recreation Commission Vacancy New term would be until January 31, 2025. Can be filled with a D, R, or U.
- **10.** Plainville Area Cable Television Advisory Council (PACTAC) <u>2 Vacancies</u> New terms would expire on June 30, 2023. Can be filled with a D, R or U. There are only two members from Berlin for this board.
- 11. Planning and Zoning Commission Vacancy Term will be until January 31, 2027. Can be filled with D, R, or U.
- 12. VNA Vacancy New term would be until January 31, 2025. Can be filled with a D, R or U.
- **13.** Water Control Commission –<u>Alternate</u> Vacancy -New term would be until January 31, 2023. Can be filled with a D, R or U

- **14.** Water Control Commission –<u>Alternate</u> Vacancy -New term would be until January 31, 2023. Can be filled with a D, R or U
- 15. Water Control Commission <u>Alternate</u> Vacancy New term would be until January 31, 2024. Can only be filled with a D or U if both of the above are R.
- **16.** Zoning Board of Appeals <u>Alternate</u> Vacancy Term would be until January 31, 2024. Can be filled with D, R, or U.

No appointments were made.

L. TOWN MANAGER'S REPORT:

- Glen Street Bridge Replacement originally the cost of the replacement was going to be covered 80% by the federal government and 20% by the Town but after meeting with the State of Connecticut DOT the Town was notified that the State would cover the 20%. The process for the bridge replacement will take two to three years but the additional 20% coverage is valid for five years.
- Senior Housing Generator The Berlin Housing Authority will be meeting on November 9th. The Town's proposal to the Authority is to do the service and commissioning of the generator that will be installed at Percival Heights.
- Senior Housing Project Financing Berlin Housing Authority Chair Joe Bajorski notified the Town that he should have a confirmation from Wells Fargo to the Town with the availability of funds by Thanksgiving.
- There will be a follow up meeting with the Police Union on November 3rd to hear their thoughts on the Benefit Plan proposal.
- There will not be a joint meeting with the Planning and Zoning Commission on November 16th. Another date will be selected.
- At the next Town Council meeting the Town Manager will have for the Town Council's consideration the contract of the Golf Pro. The contract has been discussed with the Pro along with input from the Golf Commission, Town Manager, Finance Director, and Corporation Counsel.

He added that interviews for the new Director of Golf will begin next week.

M. SPECIAL COMMITTEE REPORTS:

The Ordinance Committee will meet on November 15th at 6:00 p.m. to discuss a possible ATV ordinance.

The Town Manager stated that as the Police Department is listed as the enforcement authority the Police Chief will be sending the Community Relations Officer to initiate the conversation. Originally the residents with the complaint about ATVs did not want to bother the police with their complaint but the police are equipped and willing to address the situation.

N. COUNCILORS' COMMUNICATION:

Councilor Paonessa stated that he is thrilled to see so many people engaged in the political process, and he hopes everyone votes next week however he is upset that there have been reports of political signs being removed from properties. Everyone has a right to their own opinion and that should be respected.

Councilor Fazzino stated that stealing signs is against the law and everyone is free to express their political opinions.

O. ACCEPTANCE OF MINUTES: October 18, 2022

Councilor Paonessa moved to accept the Town Council Meeting Minutes of October 18, 2022.

Seconded by Councilor Coppola.

Those voting in favor: Councilor Coppola, Councilor Fazzino, Councilor Paonessa, Councilor Rosso, Mayor Kaczynski.

Vote being 5-0 (MOTION CARRIED)

P. EXECUTIVE SESSION:

1. Pending Litigations – C.G.S.S. Sec. 1-200 (6) (B) strategy and negotiations with respect to pending claims or pending litigation - Angelico-Stetson Appeal

No Executive Session was held.

Q. ADJOURNMENT:

Councilor Rosso moved to adjourn at 8:32 p.m.

Seconded by Councilor Paonessa.

Those voting in favor: Councilor Coppola, Councilor Fazzino, Councilor Paonessa, Councilor Rosso, Mayor Kaczynski.

Vote being 5-0 (MOTION CARRIED)

Submitted by,

Kathryn J. Wall Clerk of the Meeting

TOWN OF BERLIN JOINT TOWN COUNCIL - BOARD OF FINANCE MEETING SPECIAL MEETING MINUTES

OCTOBER 25, 2022

Board of Education Meeting Room or Remote Option 6:30 P.M.

https://berlinct-gov.zoom.us/j/83061367724?pwd=TkR4U0VCd1hMbTF3MWxzU1BXcU5PUT09

Call-in Option: 1 929 205 6099 United States Toll

Meeting ID:

830 6136 7724

Passcode: 940905

Those in attendance were: Councilor Sandra Coppola

Councilor Jack Fazzino Mayor Mark Kaczynski Councilor Charles Paonessa Councilor Donna Veach

Absent: Councilor Peter Rosso

Councilor Mike Urrunaga

Board of Finance: Sal Bordonaro

George Millerd Tim Grady Raul Fernandes

Absent: Mark Homes

Gerald Paradis

Also in attendance: Town Manager Arosha Jayawickrema

Corporation Counsel Jeffrey Donofrio

Police Chief Matthew McNally Finance Director Kevin Delaney

Police Commission Chairman Steve Wilson Police Commissioner Melissa Urrunaga

Town Clerk Kate Wall

A. CALL TO ORDER - Mayor

Mayor Kaczynski called the meeting to order at 6:33 p.m.

B. OPENING REMARKS - Mayor Kaczynski

Mayor Kaczynski said the purpose of the meeting is to have the Town Council, Board of Finance and the Police Commission together. This information went out to the union board and the officers. We have a scheduled negotiation meeting next week with the town board and actuaries. This is not a negotiation offer on the table. The form everyone received is the framework that has been developed over many months. This meeting is to get us all on the same page and ask questions to our actuaries and labor council attorney. Last year we recognized that we needed to do something better for our police department. We had a pension plan 15 years ago. The plan

had the choice of annuity benefit payout every month, or lump sum. Most of the officers in that plan, many took the lump sum. The past councils and people running the town did not fund it very much and that was a big problem. There are 4 officers left that can take advantage of it. Once that ended, it was the 401k and officers were between two plans. Then we had a plan for an enhanced 401k and it was an attractive plan, but it wasn't what the committee was looking for. It is a difficult time in law enforcement and we need to go back to a pension plan. All of the towns around us have gone back to having a pension plan. Now it is difficult to recruit and we are all fighting for the same candidates. The candidate list is not what it used to be. Our top two candidates last year asked if we had a pension plan and when the answer was no, they were gone. We had some discussions with our actuaries and with the 401k plan you have to buy into the pension plan. We had received some numbers on what the buy in would be. We had three meetings and met with the union and have a framework to work with. Which is what we are looking at now. This is just a discussion, not an offer. We have not decided anything. This is not a negotiation. That will begin next Thursday with the town group. The left side is what we are negotiating, what the potential plan benefit will be and what the contributions will be from the town officers that buy in. This was developed after months of talking with them. We have not agreed on any of this. The recent meetings were with the town group without the union. I think we are pretty close and put a lot of time and effort into it. The need is tremendous to add some officers.

Town Manager Jayawickrema stated that the town actuaries were on the zoom call and available to answer any questions. I encourage you to ask questions and get comfortable with it as you will vote on it one day. Mayor Kaczynski added that the progress is tremendous and we put in a lot of time on this.

C. REVIEW BERLIN POLICE DB PENSION PLAN DOCUMENT - Finance Director

Finance Director Delaney said there are two sections to the plan. The first is benefits of the plan. What would be offered to officers in the plan. The second section is the plan contribution type. What the officers would be expected to contribute and how that would effect the town's contribution. Payout percentage is 2%. That would be 2% of base wages only, but would not include overtime pay, extra duty pay, longevity or anything else and it would be based on the fhe average of their last 3 years of earnings. The maximum payout would be 50 percent of those earnings, or 25 years of service. Currently the closed defined benefit plan has a lump sum option which is a discretion of the retiring officer. This new plan would not include that. That has presented a cash flow challenge to the town over the last few years in particular for an automatic cost of living adjustment. The proposal is not to have an automatic cost of living adjustment in the defined benefit plan.

Finally, vesting. Because this plan would be converting existing DC members over to DB. There would be a brief period of time shorter than going forward where members would need to participate in the DB plan in order to qualify for the benefits. Current active members at the time the plan is introduced would need to work for 5 years to invest in the DB plan. That would allow the town if necessary to contribute additional money and spread that cost out over 5 years. It also allows the town through town and employee contributions to begin to build up some assets before we move into the payout phase for any new employees. Any officers who are not currently with the Berlin Police Department at the time of signing the go forward vesting period would be 10 years and that is based on the premise of trying to attract and retain employees. That is a major goal of this.

As far as how to fund this, we are committing to a benefit. Today we commit to contributing a certain amount of money each year and how each officer's account grows or does not is indicative of investment choices, participation and making the contributions. The match would be on behalf of that account. Under this plan, anything that the employee does not contribute and that earnings do not yield, has to be made up by the town. The proposed employee contribution would be 7%, or current active employees at the time it is signed. Anybody new would be 8% contribution of pay. There is the initial buy in. That would be existing employees who wish to convert from the defined contribution plan to the defined benefit plan. They would have 60 days from the date of signing to make that election. If they don't elect to join, they have every option of remaining in the defined contribution plan and after the 60 days, the window would close for existing officers. Those officers who choose not to would remain in the defined contribution plan. If they choose to buy in, first, they would have to exhaust all of their individual 401k plan assets. Any other retirement money like a 457, or Roth contribution that they made is excluded from this. The town would offer a subsidy to bring everybody up to the opportunity to buy in after any individual has exhausted their assets to meet their buy-in requirement. One officer would not subsidize another, but each would have to if necessary exhaust their assets before the subsidy would kick in. Anything that is leftover after the buy-in would remain in the 401k plan. It would remain the officers defined contribution amount. The proposal is to use an equal buy in, so the actuaries can determine what the liability would be and what the buy-in that is necessary would be for each individual officer. We took that divided by the total number of the roster being used and determined what it costs for an equal buy-in regardless of demographics, years of service, rank, etc. and determined what an actual annual buy-in amount would be That is where the equal buy-in would come into play. There is no cap on the number of years that someone could buy-in. We have existing officers who have 20 years or more of service and they could in principle re-write their retirement program from a defined contribution to a defined benefit. For future buy-in, which would be officers who joined the Berlin Police Department after the program is signed. They would have an opportunity to buy their prior officer experience using the equal buy-in annual amount, however they would be capped at buying in 5 years. This would limit the on-going exposure to taxpayers.

The town is discussing to make this move and wants it to remain in place for a period of time to affect the change that is desired and have the plan in place without renegotiating for 10 years from the date of signing. There are a lot of details that go into a defined benefit pension plan that would be worked through later on, but these are the big pieces of the plan.

D. OUESTIONS - Town Council/Board of Finance

Mr. Millerd asked about the payout percentage. Probably 99 percent of the time your final 3 year average would probably be the max. Have you thought about a situation where if in the last year you go out on disability, or workman's comp.? Other plans do something like 3 out of the highest 5 years. Take the 3 highest out of a 5 year period so you can mitigate those things. Finance Director Delaney said that is definitely an option. The town and the police can certainly design that in a way so that it is best suited. Mr. Millerd said it is likely not going to be higher than the last three years, so there is a downside that you might be penalizing someone. Also, is this a guaranteed payout if they were to pass away? Is there spousal benefit guaranteed? Finance Director Delaney said those were items that the group decided to table at this point and would have to be worked through, whether there is a disability element. If someone was to pass away on duty, or off duty, this plan would have to go through those elements, but the intent at this point is to put the big broad elements out and try to get an agreement, or understanding on the big elements. Your right, those pieces with the line of work that we are talking about are critical.

Mr. Millerd asked if the objective is to be competitive with surrounding towns, how does this hold up to what other towns are doing? Is it on par, or lacking? Mayor Kacyznski said we've done research and it is not like the state plan, but certainly would be up there with Rocky Hill for example. We are not done and this not a final agreement offer, just the framework to understand where we are at until negotiations are done. Chairman Bordonaro said we are getting close, but again it is a starting point.

Mr. Millerd said you often hear overtime vs. base wages and State Troopers working very many hours of overtime their last 3 years. Mr. Grady said this plan looks to be written so that you can't do that. Mr. Millerd said it is a competitive disadvantage. Mr. Grady said they should be extending out that 25 years to 30 years to retire at 60 percent. Also, there is no lump sum payout, which we know is a problem on our other plan. It was a problem because of no death benefit. If you die a year after you retire, your spouse has nothing. We are doing the same thing here, but saying you are going to get nothing and not get a lump sum. That is one of my concerns. Mayor Kaczynski said we are not doing anything yet. Mr. Grady added that this is the time to talk about it. Commissioner Wilson said this is one piece, we looked at maybe 12 departments around here, their salaries and other things and this is just a piece of what we have to do to stay competitive and we can't compete with the state. That is not where we are losing employees to either, we are probably losing them to municipalities. Some towns have a bare bones retirement plan, but may offer a higher base salary. We have a very rapidly shrinking number of recruits that we want to go after. We have to be competitive and this is certainly a cornerstone. I'm happy about putting a 10-year brick wall around this plan. In 10-15 years very few of us will be involved in this. I'm sure no one who put the original police pension together thought they would have to pull the plug on it. We replaced it with a pretty good 401k and people didn't think that in 5 or 6 years they would have to downgrade it. We want to make this as bulletproof as we can and this is just a piece of the whole benefits package.

Mr. Grady said we could put this in an ordinance and if the town doesn't fund it, there is a penalty. The people in town would have to vote to not fund it. That would help a lot. Commissioner Wilson said with the buy-in the town is at least initially proposing to level and reset everybody. Finance Director Delaney said the town would subsidize once each individual under their circumstances has exhausted their 401k assets up to the point necessary. If somebody has done very well and needed \$300k assigned to the plan and they have \$400k, that extra \$400k would stay with them in the 401k plan and they can invest however they wish. Commissioner Wilson asked if we would could do a match at that point? Finance Director Delaney said no, the assets would be frozen in the DC. If somebody had \$250k in assets and needed \$300k, then once they have exhausted their \$250k, the town is discussing subsidizing that \$50k difference.

Commissioner Coppola asked if they are short on their contributions due to taking a loan out on their 401k, would that be an exception? Finance Director Delaney said the 401k plan that the town offers does not allow for loans. Commissioner Coppola asked if we know what the potential cost to the town would be as an estimate? Mayor Kaczynski said we do not have any kind of agreement and don't want to get into specifics on anything because we are in negotiations. That piece could end up different, it is just framework and not solidified yet.

Commissioner Veach asked what are these other pensions that we have looked at in terms of cost of living adjustment (COLA)? We are not looking to do that here. Is it one percent or two percent? Mayor Kaczynski said Rocky Hill and Newington have higher pay and a higher percentage they can take away. Chairman Bordonaro said Middletown has 3% and that is in the state plan. Councilor Coppola asked if that is something that would be looked at annually? Mayor Kaczynski said it is based on the price index and if our it says no COLA now, that does

not mean it is final. All of this is on the table and hopefully we can meet in the middle and have a good plan. Commissioner Wilson said even if we have it where there is no automatic COLA, we could put language in this that says in an unusual year whatever governing board we have looking over this, like with the last two years when inflation is over 2 percent, the board could convene and do a one-time COLA.

Commissioner Grady said we have some older officers and it is 5 years before you can take a DB plan. It might be tough for some of the older officers to work those 5 years. Should we do a carve out for any officer over 58 or 60 years old so they don't have to do the 5 years and buy back their retirement? Commissioner Wilson said we have had some conversations and that would be in the universe for contract negotiation. I'm proposing we have a mandatory retirement age of 65. We have had policemen before who have worked until 67 to 68. If someone in 3 years hits that same 65 thing, I would recommend they become vested and allowed to retire. We would never hire a 60 year old guy, unless it is a one-time exception spread over 3 to 5 years, if the union agrees. That would address that demographic of the department. Mayor Kaczynski said there will be a union contract hearing. My goal would be to get this wrapped up before the union hearing. Commissioner Wilson said we could get a logical, sustainable plan in there before the end of the year. It is almost impossible to keep this out of the union negotiation, it could go on all next year and that would not be a good outcome. Mayor Kaczynski said I think it is doable.

Commissioner Coppola asked if there is a way to put something in place regarding checks and balances so that administrations are not able to play with assumed rates of returns and we don't underfund the pension? Mayor Kaczynski said I think that is the ordinance. Town Manager Jayawickrema said it is a computed number, we will be getting an independent evaluation each year on what the funding is. Mayor Kaczynski said we have all been through that the last 6 years and saw what happened when it was not funded. Town Manager Jayawickrema said each year you have to come up with the actual number for the liability. Can't assume 12 percent, but if you get 0 minus 2, you have a bigger number. The funding is based on performance for that year. Finance Director Delaney said the number that is assumed is actually a discussion that I typically have with the actuaries and this is not something that is usually negotiated. This is not for anybody who is involved with the plan. That is management estimate or management assumption and it is discussed with the actuaries to determine if it is reasonable given what we are seeing not just in the marketplace, but with our investment portfolio as part of the annual reporting that the actuaries do. They are receiving feedback on the investment selection and investment performance from our advisors at Fiducian, who are independent of the town. If we tried to go dramatically off from what they have seen and what has been provided independently, we do have some checks there as well. Finance working with the actuaries are not going to be your most financially aggressive people by nature. It is not negotiated and not between the town and the union. That is a town assumption.

Commissioner Urrunaga asked who the plan advisor is? Finance Director Delaney said Fiducian, they were formerly known as FIA.

Commissioner Paonessa asked if the town can exclude other employees? Finance Director Delaney said yes. There are a number of towns that offer a DB plan to their public safety officials. If we were to have a paid fire department in the future, they would be looking for something similar. There are a number of towns who offer a DB plan to just public safety, or maybe one other unit and offer defined contribution to others.

Commissioner Urrunaga said she understands what Mr. Grady said about the lump sum option, but feels it would be better for the town if we could avoid a lump sum. During the negotiations

there should be some type of death benefit policy there and if we can work that in it would protect the town a little bit.

Town Manager Jayawickrema said two or three weeks ago, we did a quick survey and asked CCM to participate, 70% have a DB plan and COLA varies from 0 to about 2 percent, that is just the ones that responded. You can't look at the COLA by itself, look at all of the other pieces.

Chief of Police McNally said this is a starting point and we have been at it for almost 2 years. Some of the stuff wasn't discussed in our planning, or policies meetings. We have seen the cycle, I have been doing this for 40 years, defined contribution, defined benefit, we are always reinventing the wheel. Yesterday and last week, there were interviews to fill a couple of slots and we want to bring in the best candidates. We see people with master's degrees coming in for these interviews asking what is my end game at age 60 or 65. They are thinking that far down. I've had candidates come that we have made offers to in order to start background checks and there are 5 or 6 different towns all doing background checks on the same people at the same time. We share some of the polygraphs to save money and that pie is very small and the slices keep getting smaller. After last week, our number one candidate came in and decided I don't want to be a cop anymore, the job is too dangerous. He received a bachelor's degree in criminal justice and a master's degree in justice and law. Their career goal was set. Those are the conversations we are having with some of our candidates. It is almost at the point in Connecticut where the applicants need to have managers like sports athletes. It is a problem for small towns. This is just the lynch pin, we also have to offer advancement and additional training. We have canines and some like that we have dogs, other agencies are not doing dogs anymore, but they have a pension. I expect the union will have counters.

Town Manager Jayawickrema said going back to the beginning question of why are we doing this? It is to attract and retain police officers. As we go through the negotiations, we have to think about aligning the plan to do that now. They apply through a central location. Officer McNally said the idea is to offer something that will attract them. We are offering a crime scene technician program and are going to invest in this training to handle major crimes. We need to retain them. The average officer takes a year to hire and costs us \$100k. Also, our cars are well maintained, you are not driving around in beat up wrecks. That is a plus. The negatives are where do we stand on our wages compared to other agencies. If they ask if we have a pension and I say no, we can't sell them the other parts. Young people today are all about what are they going to get down the road. It is not just about recruiting, it is about retention. The 15 and 18 year person is just as important as the potential new hire. It is a balancing act.

E. PUBLIC COMMENTS/QUESTIONS

None.

F. ADJOURNMENT

Mayor Kaczynski moved to adjourn at 7:27 p.m.

Seconded by Commissioner Coppola.

Those voting in favor: Chairman Bordonaro, Councilor Coppola, Councilor Fazzino, Mr. Fernandes, Mr. Grady, Mayor Kaczynski, Mr. Millerd, Councilor Paonessa, Commissioner Wilson, Commissioner Urrunaga, Councilor Veach

Vote being 11-0 (MOTION CARRIED)

Submitted by, Alina Brown

Boldface items approved by Bd. of Finance and Town Council. All others approved by Town Manager.

		0	
		Other	
Contingency	Fund Bal.	General Fd.	Other Fund Comments
		\$4,000.00	Juvenile Review Board Grant
		\$500.00	Computer Support (from Part time help)
		\$3,000.00	Contractual Serv. (from Operating Material)
		\$3.924.78	Correct had goting error for wagges
		\$47.541.63	Wase Megalistims (non union was increased)
		\$2.918.00	Trae Worden crimond (from Trae Demons)
		\$500.00	Committer Superior (from Port Time Hells)
		\$400.00	Computer Support (from Part Time Help)
		\$25.00	Clerical (from Mid Manager)
		\$15.00	Blue Collar (from In Lieu of Health Ins.)
		\$75.00	Longevity (from Clerical)
		\$340.00	Pension (from Soc. Security)
		\$2,008.50	Clerical (from Mid Manager, Nurses)
		\$950.00	Clerical (from Pension)
		\$3,415.00	Clerical (from Pension)
		\$5,915.90	Wage Negotiations (non union wage increases)
		\$59,040.00	Dept. Head & related fringes (from Pro share of cart rev. and Pro cont. serv.)
		\$1,000.00	Computer Support (from Prof. Services)
		\$10.00	Org. Fees (from Training)
	Contingency		Fund Bal. Ge

\$0.00	
\$0.00	
\$135,578.81	
\$0.00	

Cumulative Appropriations

\$4,000.00

Bal. of Contingency Account

\$300,000,00

Fee Waivers and Donations Approved by Council Fiscal Year 2022/23

11/2/2022 Waive Police fees - Tree Lighting 11/2/2022 Waive Public Grounds fees - Clean up from Tree Lighting	9/6/2022 Donate 4 rounds golf & 2 carts - Boosters Friends of BHS Boy's Golf 9/6/2022 Donate 4 rounds golf & 2 carts - BHS Class of 2023 All Night Grad Party 10/4/2022 Waive Police fees - Hungerford Pumpkin Palooza	9/6/2022 Waive building permit fees - NB Youth Museum at Hungerford Park 9/6/2022 Waive building permit fees - St. Gabriel's Church	<u>Date</u> 7/12/2022 Waive Police fees - Boxes to Boots 7/12/2022 Waive Police fees - Berlin Fair 7/12/2022 Donate Town labor and equip like - regrading property for Amor Locks
\$912.60	\$220.00	\$2,000.00	<u>Value</u>
	\$220.00	\$230.00	\$2,071.00
	\$1,000.00	\$495.00	\$27,393.00